Santa Barbara Community College District

Long-Range Facilities Projects

January 2008

Facilities and Construction Priorities for the Santa Barbara Community College District

The Board of Trustees of the Santa Barbara Community College District, in consultation with the public, local governance groups and the college community, evaluated the critical need to maintain high quality, affordable local higher education for our area residents, and established the following goals for long-term capital improvements:

- Protect the quality and appropriateness of existing facilities.
- Provide quality instructional facilities that encourage innovation, and modify existing facilities that support advances in the delivery of education that promote student learning.
- Modify existing facilities to accommodate new instructional programs that prepare students for career opportunities and/or transfer to four-year universities.
- Reduce future costs by implementing preventive maintenance in a timely manner, and replace aged building systems with new energy and water efficient systems.
- Modify facilities on each of the college's three campuses to make them more accessible to people with disabilities.
- Provide quality learning and work environments for students, faculty, and staff.
- Meet the required local matching funds requirements for State-approved facilities improvement projects.
- Implement new federal and State emergency/disaster response requirements.

As part of its ongoing duties, the Board will continue to monitor community population and demographic labor force and technological changes and, in consultation with faculty, staff, students, and the public, will continue to update the facilities and program offerings on all three campuses (Mesa, Wake and Schott Centers) to meet local needs.

The adopted Long-Range Capital Projects List reflects four important determinations:

1. Santa Barbara City College serves 19,000 students each semester in its Credit Division and over 50,000 community members annually through its Adult Education Program, at three campuses, five high schools and 87 community facilities on the South Coast. Santa Barbara City College must take every available step to preserve access to affordable local higher education and career training programs to meet the changing needs of local residents.

2. Changing community priorities and needs require the renovation and conversion of existing facilities to meet the demand for our programs including those preparing students to transfer to universities and four-year universities, and meeting area workforce needs, particularly in those fields in which there are critical shortages such as nursing, radiology, and health information systems.

3. Due to the severe reduction of regular State support for scheduled maintenance projects that has taken place during the past decade, the college has not been able to adequately maintain, upgrade or replace its existing, aging infrastructure. This absence of adequate State funding has resulted in the college’s lacking the resources required to make essential improvements to its facilities to meet critical health, safety, and access issues and to install more energy-
efficient and water conservation systems. In addition to protecting our environment, these systems will result in substantial cost savings for energy and water.

4. The State has prioritized $92,058,894 in maintenance and improvement funds for SBCC, but requires a local match of $82,242,012.\(^1\) Some or all of these funds will be lost if matching funds are not secured during 2008. The Foundation for City College has pledged to raise $5,500,000 to help meet this need, but additional support is required.

The Board of Trustees has evaluated safety, educational and information technology needs in developing this specific list of Long-Range School Facilities Projects. At this time the Board has concluded that if these needs are not addressed now, the Santa Barbara City College District would need to divert funds that support its core educational programs to pay for essential improvements to its facilities. This would result in a substantial reduction in the quality and comprehensiveness of the educational programs it would be able to provide the community.

The 2008 Facilities Plan consists of the following projects:

**Physical Science East Wing Classrooms/Laboratory Restoration and Seismic Safety Upgrades (Constructed 1974)**

The Physics and Chemistry programs housed in this building are heavily used by students seeking transfer to four-year colleges, as well as nursing students and others completing general education requirements. Approximately 40% of this existing space (including classrooms and laboratories) must be restored to meet current expectations for a quality college learning environment, and to meet current standards for building accessibility and fire/life safety. The existing fume hood ventilation system must be replaced for health and safety reasons, and floors, walls and ceilings must be refinished to maintain this heavily used building for many years to come.

<table>
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<tr>
<th>Priority State Funding</th>
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<td>District Matching Funds Required</td>
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**Physical Science Lecture Hall Restoration and Seismic Safety Upgrades (Constructed 1968)**

One of our most heavily used instructional spaces is a 138-seat science lecture hall (PS 101). In response to urgent safety concerns, seismic structural upgrades have recently been completed, but additional work is needed to make this space fully functional by removing hazardous materials, improving access to the public, re-roofing the building, updating plumbing, lighting, ventilation and energy systems with new water and energy efficient (Green) systems; replacing interior fixtures, seats, display cases, modernizing teaching technology facilities, and updating life/safety systems and installing new fire alarms.

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<th>Priority State Funding</th>
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<td>District Matching Funds Required</td>
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<td>Estimated Total Cost:</td>
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\(^1\) $44,782,681 is currently available (with the balance expected to be released by the state in future years). Funds currently available are described as "secured" in this document, although still subject to local matching requirements. The funds expected to be released in future years are referred to as "Priority State Funding" as they have been approved by the State Department of Education subject to funding allocations.
Classroom/Laboratory Conversion for Nursing, Health, Automobile and Other Career Technical Programs

The demand for nursing, Emergency Medical Technicians (EMT), radiologists, automobile repair, construction trades, drafting/Computer Aided Design (CAD), culinary arts, and other career programs is increasing. The college anticipates that moving the programs to the new School of Media Arts (SoMA) building will enable it to increase in 2010 the number of students it can serve in such high demand in each of these career technologies areas. To make use of existing facilities for teaching and training, these areas will need to be renovated and upgraded. The project will generally include new interior finishes, upgrade of existing utilities as needed, lighting and heating, ventilation, air conditioning (HVAC) energy efficiency improvements and any additional work to ensure spaces are compliant with building, safety and accessibility codes.

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<th>Priority State Funding</th>
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<td>$1,173,459</td>
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School of Media Arts (To be constructed)

The need for this new School of Media Arts (SoMA) is based on the rapidly growing enrollment in media arts programs (Multimedia Arts Technologies, Film Studies, Film and Video Production, Graphic Design, Photographic and Imaging Technologies, Journalism, and the production of web-based three-dimensional games and educational materials that are being increasingly used in a growing number of businesses, industries and elementary – university educational institutions) and in response to the labor force needs within the industry and the local community. This project will allow the various disciplines that comprise the emerging field of Media Arts and Technologies to be housed in one new high-tech building, creating a synergistic learning environment. This facility will also house the College’s Computer Science labs and classrooms. This energy efficient LEED² Certified building, will add 41,490 new square feet of specialized classrooms, specialized laboratories, studios, audio and broadcast facilities needed to support these highly technical and interdisciplinary fields of study. Spaces vacated in existing buildings will be renovated to enable the college to increase the number of students it can accommodate in high demand fields such as nursing and other health technologies programs, culinary arts, modern languages and visual communication and design. The State has committed funds to this project, subject to the local match. The Foundation for Santa Barbara City College has committed to raise $5 million, but additional funds are still needed. The project has been approved by the California Coastal Commission.

<table>
<thead>
<tr>
<th>Secured State Funding</th>
<th>$32,072,000</th>
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<tbody>
<tr>
<td>SBCC Foundation Commitment</td>
<td>5,000,000</td>
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<tr>
<td>Remaining District Matching Funds Required</td>
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District-Wide Major Maintenance Projects

Due to the severe reduction of State support for scheduled maintenance projects, much of the college’s existing infrastructure is aging and not being replaced and/or repaired as needed. This non-action creates the potential for health and safety hazards and malfunction of older equipment resulting in more extensive damage to building systems and/or poor energy efficiency. Building infrastructure represents a sizeable portion of the college’s assets and needs to be properly

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² Leadership in Energy and Environmental Design (LEED) Certification is conducted by the US Green Building Council.
maintained to ensure overall safety to building occupants, healthy indoor environments and energy efficiency. (See possible list of projects in appendix B)

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<th>District Funds Required</th>
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**Americans with Disabilities Act (ADA) Accessibility Upgrades**

SBCC is committed to providing universal access for people with physical disabilities, thus serving diverse populations equally and meeting State and federal requirements. A variety of external changes (handrails, ramps, lighting, etc.) are necessary to facilitate access on the hilly Mesa Campus with many changes in elevation.

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**Drama/Music Classroom/Laboratory/Performance Area Restoration and Seismic Safety Upgrade (Constructed 1977)**

When originally constructed 31 years ago, the Drama Music Building was a state-of-the-art facility. Since that time many technical changes have taken place in the production, performance, and technical support for music and theater. A complete restoration is needed to create a learning environment where students are exposed to modern music and theater technologies and business practices. This complex of buildings includes classrooms, laboratories, and performance space, and is regularly used by the public. The Theatre Arts Department offers courses in acting, directing, appreciation and technical theater which include lighting, stage craft, scene design, costuming and the business aspects of running a production program. The Music Department offers course and performance groups in music appreciation, voice, signing, song writing, electronic music, recording, several types of choral, jazz band, concert band and orchestra. To meet the needs of these very popular classes, this facility requires many physical upgrades to meet current building codes and federal accessibility compliance standards. Major maintenance is required to eliminate leaks and provide waterproofing. Renovations include the removal of existing safety hazards including exposed cabling, plumbing renovations, and installation of energy efficient lighting and electrical work. The State considers this building’s maintenance as a high priority and the college has already secured over $12 million for its renovation, subject to a match of almost $10 million from the District.

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<tr>
<th>Secured State Funding</th>
<th>$12,711,681</th>
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<tr>
<td>District Matching Funds Required</td>
<td>$9,976,731</td>
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<tr>
<td>Estimated Total Cost</td>
<td>$22,688,412</td>
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**Computer Science, English as a Second Language (ESL), Foreign Languages, Art Classroom/Laboratory Restoration and Seismic Safety Upgrade (Humanities Building - Constructed 1975)**

The Humanities Building houses core literacy, ESL, foreign language, art, social science, computer science, and other essential programs serving our community. This building’s classrooms and laboratories must be restored to maintain a quality college learning environment, and meet federal standards for building accessibility. This heavily used building’s mechanical, lighting, heating, and ventilation systems must be upgraded to meet current energy efficiency standards. In addition, a number of structural flaws in this aging building need to be repaired.

<table>
<thead>
<tr>
<th>Priority State Funding</th>
<th>$17,893,864</th>
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<tbody>
<tr>
<td>District Matching Funds Required</td>
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<td>Estimated Total Cost</td>
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</table>
School of Culinary Arts and Campus Center Restoration and Repairs (Constructed 1956)

The School of Culinary Arts award winning, career training program is housed in the Campus Center, which includes a teaching kitchen, central campus dining facilities, computer center, student support facilities, conference rooms and other program uses. Due to the age of this facility, a complete restoration is necessary to update this building to current expectations for quality of the learning environment and current standards for building accessibility and fire/life safety.

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<th>Priority State Funding</th>
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<tr>
<td>Estimated Total Cost:</td>
<td>$ 8,809,946</td>
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Schott Center Restoration, Repairs, and Seismic Safety Upgrades (Constructed 1935)

The Schott Center has served continuously for the past 22 years as one of the District’s two centers for the Adult Education Program. The restoration will upgrade the facility for seismic safety, abate asbestos, lead paint and other hazardous materials, update mechanical systems, replace exterior lighting for energy reduction and safety, and renovate windows and doors to meet accessibility and energy conservation standards, while maintaining or restoring the historic character of the facilities.

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<th>Priority State Funding</th>
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<td>District Matching Funds Required</td>
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<td>Estimated Total Cost:</td>
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Wake Center Restoration, Repairs, and Seismic Safety Upgrades (Constructed XXXX)

The Wake Center was constructed over forty years ago and houses the Continuing Education Programs, Professional Development Center, The James D. Scheinfeld Entrepreneurship and Business Innovation Program, and the Construction Career Academy. The facilities need seismic retrofitting for health and safety, and all essential building systems need to be reconstructed for the center to adequately meet its academic program needs.

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<th>Priority State Funding</th>
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<td>District Matching Funds Required</td>
<td>6,586,929</td>
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<td>Estimated Total Cost:</td>
<td>$ 15,400,639</td>
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The Restoration Upgrades and Repairs for the Capital Construction Projects delineated above include, but are not limited to the following: (For specific restoration, renovation and repairs anticipated for each building, please see Appendix B)

- Replace existing fume hood ventilation in the laboratories to comply with current health and safety regulations;
- Removal of asbestos flooring and other hazardous materials and replacement with appropriate flooring;
- Replace HVAC to maintain future serviceability and energy efficiency;
- Install accessibility upgrades including restroom reconfiguration and general door hardware retrofit to meet federal and State requirements;
- Remodel the existing "tiered" lecture seating rows by adding landings and ramps to comply with Federal law and accessibility standards;
- Replace the existing worn-out lecture seats with "university" style lecture seating;
- Provide modern audio visual (AV) controls with new projector lift; providing accessible teacher's station with sink, cold water, gas, air, vacuum, power, and data;
• Replace lighting and ceiling with dimmable and energy efficient system;
• Upgrade existing mechanical system with energy efficient system;
• Replace existing writing boards with new sliding writing boards; new projection screen;
• Remodel preparation room for more efficient use of space;
• Remodel existing exterior ramps for federal accessibility compliance;
• Remodel exterior plaza area;
• Re-roof;
• Replace doors;
• Upgrade fire alarm and other life safety features;
• Refurbish existing laboratory spaces, replace or refinish existing countertops and casework;
• Reconfigure existing laboratory space for use by all students, regardless of disability;
• Retrofit general door hardware;
• Replace undersized, outdated elevator to facilitate access to all parts of the building;
• Conduct physical upgrades for building code compliance;
• Replace or refurbish existing theatre seating as required to maintain service and accessibility compliance;
• Cover sound cabling to the control room mixing board, which is currently exposed and creating a safety hazard;
• Waterproof and replace paving to protect the work of this modernization;
• Maintain a quality learning environment and compliance with current building code standards;
• Replace HVAC and lighting equipment to maintain future serviceability and energy efficiency;
• Remodel as required to provide additional exits at certain laboratory spaces in order to comply with current entrance and exit criteria;
• Refurbish existing laboratories;
• Demolish and replace existing undersized elevator that serves the upper floors of this building to meet federal accessibility requirements;
• Resurface parking lots and walkways using recycled materials as appropriate;
• Improve and repair exterior lighting for safety;
• Paint existing buildings - exterior;
• Paint existing buildings - interiors;
• Replace ceilings in existing buildings as needed;
• Replace flooring in existing buildings as needed;
• Provide directional signage (remainder of project);
• Replace natural gas lines;
• Install cellular clocks - replace current clock system;
• Replace urinals, toilets and drinking fountains campus-wide with low flow/waterless equipment.
## APPENDIX A

<table>
<thead>
<tr>
<th>Project</th>
<th>State Funding</th>
<th>District Funding</th>
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<tr>
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<td>4 School of Media Arts (SoMA) * Foundation Cap Campaign</td>
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<td>$174,300,906</td>
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*The Foundation for Santa Barbara City College has committed to raise $5 million for this project.*
Appendix B

Physical Science East Wing Classrooms/Laboratory Restoration and Seismic Safety Upgrades (Constructed 1974)

The Physics and Chemistry programs housed in this building are heavily utilized by students seeking transfer to four-year colleges, as well as nursing students and others seeking general knowledge. Approximately 40% of this existing space (including classrooms and laboratories) must be restored to current expectations for a quality college learning environment, and to meet current standards for building accessibility and fire/life safety. The existing fume hood ventilation system must be replaced for health and safety reasons, and floors, walls and ceilings must be refinished to maintain this heavily used building for many years to come.

This project includes:

- Replacing existing fume hood ventilation in the laboratories to comply with current health regulations;
- Refurbishing existing laboratory spaces;
- Replacing or selectively refinish existing epoxy-resin countertops and casework;
- Replacing or refinishings floor finishes, wall finishes, and new ceilings or ceiling refinishing to maintain this heavily used building for years to come;
- Replacing HVAC to maintain future serviceability and energy efficiency;
- Reconfiguring existing laboratory space for use by all students, regardless of disability, to meet federal standards;
- Retrofitting general door hardware;
- Replacing undersized, outdated outdoor elevator to facilitate access to all parts of the building (requires extensive demolition);
- Upgrading fire alarm system in the entire building for life safety and security.

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Physical Science Lecture Hall Restoration and Seismic Safety Upgrades (Constructed 1968)

One of our most heavily used instructional spaces is a 138-seat science lecture hall (PS 101). In response to urgent safety concerns, seismic structural upgrades have recently been completed, but additional work is needed to make this space fully functional by removing hazardous materials, improving access to the public, re-roofing the building, updating plumbing, lighting, ventilation and energy systems with new water and energy efficient (Green) systems; replacing interior fixtures, seats, display cases, modernizing teaching technology facilities, and updating life/safety systems and installing new fire alarms.

The project includes:

- Removing asbestos flooring and other hazardous materials and replacing with resilient flooring;
- Upgrading technology and configuration to support “smart” classroom;
- Remodeling the existing “tiered” lecture seating rows by adding landings and ramps to comply with Federal law and accessibility standards;
- Replacing the existing worn-out lecture seats with “university” style lecture seating;
- Providing modern AV controls with new projector lift;
• Providing accessible teacher's station with sink, cold water, gas, air, vacuum, power, and data;
• Replacing lighting and ceiling with dimmable and energy efficient system;
• Upgrading existing mechanical system with energy efficient system;
• Replacing existing writing boards with new sliding writing boards;
• Installing new projection screens;
• Remodeling preparation room for more efficient use of space;
• Upgrading existing bathrooms including federal accessibility compliance;
• Remodeling existing exterior ramps for federal accessibility compliance;
• Remodeling exterior plaza area;
• Replacing roofs;
• Replacing doors;
• Replacing existing display cases;
• Installing fire alarms and other life safety features.

Priority State Funding                               $  738,628
District Matching Funds Required                   $  471,947
Estimated Total Cost:                              $ 1,210,575

Classroom/Laboratory Conversion for Nursing, Health, Automobile and Other Career Technical Programs

The demand for nursing, EMT, radiology, automobile repair, Culinary Arts and other career programs is increasing. The college anticipates that due to projects, including completion of the new SoMA building, there will be expansion space available for these programs in 2010. To make use of existing facilities for teaching and training, these areas will need renovation and upgrades. This project will generally include new interior finishes, upgrade of existing utilities as needed, lighting and HVAC energy efficiency improvements and any additional work to ensure spaces are compliant with building, safety and accessibility codes.

Projects include:

• Applying new interior finishes;
• Upgrading existing utilities;
• Upgrading HVAC and lighting to provide energy efficiency;
• Renovation and conversion required to ensure spaces are compliant with existing building, safety and accessibility codes, and modern learning environments.

Priority State Funding                               $  1,099,149
District Matching Funds Required                   $  1,173,459
Estimated Total Cost:                              $ 2,272,608

School of Media Arts (To be constructed)

The need for this new School of Media Arts (SoMA) is based on the rapidly growing enrollment in the media arts programs and in response to the labor force demand within the industry and local community. This project will allow the various disciplines that comprise the emerging field of Media Arts & Technology, including Multi-media Arts & Technology, Film Studies, Graphic Design & Photography, and Journalism to be housed in one new high-tech building, creating a synergistic learning environment. This facility will also house the College's Computer Science laboratories and
classrooms. This energy efficient LEED\textsuperscript{3} Certified building, will add 41,490 new square feet to the campus, with the majority being to Class Laboratories and AV/TV Studios/Laboratories. Spaces vacated in existing buildings will be renovated to meet the need for additional class and laboratory space to meet local demand. The State Department of Education has committed funds to this project, subject to the local match. The Foundation for Santa Barbara City College has committed to raise $5 million, but additional funds are still needed. The project has been approved by the California Coastal Commission.

The project includes:

- Providing 11,015 sq ft of new classrooms and laboratories;
- Providing 10,931 sq ft of new audio video/television studios
- Installing all new energy systems, designed to save energy, LEED Certified
- Constructing a completely accessible building meeting all State and federal standards
- Providing digital studios for editing, photography, dark room, animation and motion graphics
- Providing CAD/3D simulation and design laboratories
- Providing 161-seat film theater & lecture hall.

\begin{align*}
\text{Secured State Funding} & \quad $32,072,000 \\
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\textbf{District-Wide Major Maintenance Projects}

Due to the severe reduction of State support for scheduled maintenance projects, much of the college's existing infrastructure is aging and not being replaced and/or repaired as needed. This non-action creates the potential for malfunction of older equipment resulting in more extensive damage to building systems and/or poor energy efficiency. Building infrastructure represents a sizeable portion of the college's assets and needs to be properly maintained to ensure overall safety to building occupants, healthy indoor environments and energy efficiency.

Project includes, but is not limited to:

\textbf{General}
- Resurfacing parking lots and walkways using recycled materials as appropriate
- Improving and repairing exterior lighting for safety
- Painting existing buildings - exterior
- Painting existing buildings - interiors
- Replacing ceilings in existing buildings
- Replacing flooring in existing buildings
- Installing directional signage (remainder of project)
- Abating asbestos and hazardous materials
- Replacing natural gas lines
- Installing cellular clocks - replacing current clock system
- Replacing urinals, toilets and drinking fountains campus-wide (low flow/waterless)
- Replacing roofing

\textsuperscript{3} Leadership in Energy and Environmental Design (LEED) Certification is conducted by the US Green Building Council.
Specific
- Replacing bridge deck (wood structure) with concrete deck
- Restoring stadium artificial turf and track surface for safety
- Renovating stadium seating
- Modernizing Press Box
- Installing cafeteria grease trap & replace GDR floor drains
- Repairing and upgrading the Children's Center
- Repairing & refinishing trellis @ Student Services building
- Upgrading Energy Management System (EMS)
- Upgrading the Pershing Park softball facility to meet Federal Title 9 requirements
- Replacing doors and door hardware - Sports Pavilion
- Replacing HVAC units in ECC1-15
- Replacing lockers - women & men's locker rooms
- Balancing Student Services building ventilation
- East campus all-weather bus stop
- Replacing bleachers in gym
- Replacing and coating chiller coil
- Re-glazing the Campus Center to meet seismic standards
- Other maintenance required to maintain existing facilities in a safe manner that may be identified.

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SBCC is committed to providing universal access, thus serving diverse populations equally and meeting State and federal requirements. A variety of external changes (handrails, ramps, lighting, etc.) are necessary to facilitate access on the hilly Mesa Campus with many changes in elevation.

Projects may include but are not limited to:

- Handrails,
- Ramps,
- Lighting,
- Signage,
- Automatic doors
- Walkways
- Bathroom fixtures
- Drinking fountains
- Door hardware

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Drama/Music Classroom/Laboratory/Performance Area Restoration and Seismic Safety Upgrade (Constructed 1977)

When originally constructed, the Drama Music Building was a state-of-the-art facility, but many technical changes in the past 31 years require a complete modernization to create a learning environment where students are exposed to modern theater technology and business practices. This
complex of buildings includes classroom, laboratory and performance space, and is regularly used by the public. The Theater Arts Department offers courses in acting, directing, appreciation and technical theater which include lighting, state craft, scene design, costuming and the business aspects of running a production program. The Music Department offers course and performance groups in music appreciation, voice, signing, song writing, electronic music, recording, several types of choral, jazz band, concert band and orchestra. To meet the needs of these very popular classes, this facility requires many physical upgrades for current building code and federal accessibility compliance. Major maintenance is required to eliminate leaks and provide waterproofing. Renovations include the removal of existing safety hazards including exposed cabling, plumbing renovations, and installation of energy efficient lighting and electrical work. The State considers this building’s maintenance as a high priority and the college has already secured over $12 million for its renovation, subject to a match of almost $10 million from the local community.

This project includes:

- Modernizing the building infrastructure to accommodate modern technology and equipment;
- Addressing facility accessibility issues for compliance with federal and State accessibility standards;
- Upgrading facilities to current structural and physical building standards and code compliance;
- Replacing or refurbishing existing theater seating to maintain service and meet federal accessibility compliance;
- Covering sound cabling to the control room mixing board, which is currently exposed, and presents a potential safety issue;
- Replacing HVAC equipment, lighting equipment and plumbing fixtures to maintain future serviceability, water conservation and energy efficiency;
- Upgrading accessibility including changes to restroom configuration;
- Retrofitting general door hardware;
- Upgrading data and communications cabling to many areas of the building to link to main campus systems;
- Repairing leaks in plaza that allow water to penetrate into building;
- Waterproofing and paving replacement;
- Upgrading fire alarm systems.

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**Computer Science, Foreign Languages, Art Classroom/Laboratory Restoration and Seismic Safety Upgrading (Humanities Building - Constructed 1975)**

The Humanities Building houses core literacy, ESL, foreign language, art, social science and other essential programs serving our community. This building’s classrooms and laboratories must be modernized to maintain a quality college learning environment and meet federal standards to building accessibility. This heavily used building’s mechanical, lighting, and heating systems must be upgraded to meet current energy efficiency standards.

Updates include:

- Maintaining a quality learning environment and compliance with current building code standards;
- Replacing HVAC and lighting equipment to maintain future serviceability and energy efficiency;
• Remodeling required to provide additional exits at certain lab spaces in order to comply with current entrance and exit criteria;
• Removing and reconfiguring of many non-bearing walls and spaces to remove barriers to access;
• Replacing or restoring floor finishes, wall finishes and new ceiling or ceiling refinishing to ready building for heavy use for years to come;
• Retrofitting general door hardware;
• Demolishing and replacing an existing undersized elevator that serves the upper floors of this building to meet federal accessibility requirements;
• Upgrading fire alarm to the entire building.

| Priority State Funding       | $ 17,893,864 |
| District Matching Funds Required | 14,051,134 |
| **Estimated Total Cost:**              | $ 31,944,998 |

**School of Culinary Arts and Campus Center Restoration and Repairs (Constructed 1956)**

The School of Culinary Arts award winning, career training program is housed in the Campus Center, which includes a teaching kitchen, central campus dining facilities, computer center, student support facilities, conference rooms and other program uses. Due to the age of this facility, a complete restoration of this building is necessary to update this building to current expectations for quality of the learning environment and current standards for building accessibility and fire/life safety.

The project includes:

• Modernizing the teaching kitchen and preparation training areas to meet health and safety standards and to replicate the commercial workplace;
• Abating hazardous materials, including removal of asbestos and replacement of flooring and finishes;
• Installing new floor finishes, wall finishes and new ceiling or ceiling re-finishing which will ready this building for the years to come;
• Updating technology and equipment;
• Updating the existing Dining Room interiors and installing energy efficient lighting;
• Replacing HVAC and lighting equipment to maintain future serviceability and energy efficiency;
• Upgrading accessibility including retrofitting general door hardware;
• Upgrading fire alarm for the entire building.

| Priority State Funding       | $ 4,998,862 |
| District Matching Funds Required | 3,811,084 |
| **Estimated Total Cost:**              | $ 8,809,946 |

**Schott Center Restoration and Repairs (Constructed 1935)**

The Schott Center has served continuously for the past 22 years as one of the District's two centers for the Continuing Education Program. The restoration and modernization will upgrade the facility for seismic safety, abate asbestos, lead paint and other hazardous materials, update mechanical systems, and renovate windows and doors to meet accessibility and energy conservation standards, while maintaining or restoring the historic character of the facilities.
Restoration/Modernization includes:

- Upgrading the structural foundations and termite-ridden wood structure.
- Upgrading ramps, entrances, bathrooms and signage to meet ADA standards
- Abating lead paint.
- Updating architectural finishes for items such as new flooring, wall plaster repair and painting, and new ceilings will be included.
- Abatement of asbestos and other hazardous materials.
- Renovating windows and doors to meet accessibility and modern energy conservation standards, while maintaining historic character of the facilities.
- Upgrading lighting systems, data and communications systems, and fire alarm systems to meet current technology requirements and fire/life-safety code.
- Repairing and painting exterior finishes.
- Upgrading to meet seismic safety standards and replacing the roof.
- Replacing mechanical system to include air conditioning.
- Preserving the buildings historical architectural value, construction materials and architectural details will be maintained in the modernization.
- Site work modernization will include a new electrical main switch.

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**Wake Center Restoration, Repairs, and Seismic Safety Upgrades (Constructed XXXX)**

The Wake Center was constructed over forty years ago and houses the Continuing Education Programs and the Construction Career Academy. The facilities need seismic retrofitting for health and safety, and all essential building systems need to be reconstructed for the center to adequately meet its academic program needs.

Modernization includes:

- Structural upgrade including new lateral bracing system.
- Asbestos (ACM flooring), lead (paint) and other hazardous materials abatement.
- New energy efficient interior electrical power, data and communications systems.
- New energy efficient heating, ventilation and air conditioning system.
- New interior finishes (floors, walls, ceilings).
- New doors and windows to meet modern energy conservation standards (Title 24)
- New roof including plywood shear diaphragm.
- New exterior paint. Abatement of existing lead paint throughout included.
- New fire alarm system to replace non-complying existing system.
- New covered walkways to replace existing ones.
- New central plant building to support new energy efficient HVAC system.
- Bathroom building expansion to meet CPC and ADA.
- New casework.
- New multi-media capability in classrooms.
- New sawdust recovery system in wood shop.
- New fume hood exhaust in vocational laboratories, where required.
- New plumbing fixtures.
- New lighting.
- New marker boards.
• New toilet accessories.
• New exterior ramps to stepped floor areas.
• Restore bathrooms.
• New partitions in Administration Building.
• New computer access flooring in computer labs.
• New solar shade control for existing skylights.
• New acoustical treatment for Auditorium.
• New window shades.
• New exterior shading devices to replace transite louvers (ACM).
• New kitchen equipment in Nutrition and Food Laboratory.

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RESOLUTION OF THE BOARD OF TRUSTEES
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: ORDERING AN ELECTION, AND ESTABLISHING SPECIFICATIONS
OF THE ELECTION ORDER

WHEREAS, the Board of Trustees (the "Board") has determined that certain properties and facilities within the Santa Barbara Community College District (the "District") need to be maintained, constructed, improved, furnished and certain equipment acquired to enable Santa Barbara City College to continue to provide affordable, local higher education, to train and retrain local residents for higher-paying and skilled jobs, and to enhance educational opportunities for the students in the District who desire to transfer to four-year universities; and

WHEREAS, the Board, after completing a District-wide comprehensive facilities needs assessment, has determined that the modernization and replacement of deteriorated classrooms, buildings, laboratories and instructional equipment and the construction of new classrooms and labs to train students in new technologies and prepare for jobs of the future, the renovation or conversion of existing space to expand nursing and health care programs, and other career, vocational and continuing education training programs; the provision of state-of-the-art computer technology; the installation of fire detection and safety equipment; the improvement of plumbing, electrical, lighting and ventilation in existing classrooms for water and energy conservation and long-term cost savings; the enhancement of access for disabled students; asbestos, lead and hazardous materials removal; seismic strengthening, and the improvement of facilities to provide students with more course options close to their homes, are among the highest priorities of the Board; and

WHEREAS, notwithstanding concerted and ongoing efforts by the District to obtain sufficient facility money from the State of California (the "State"), the State has been unable to provide the District with enough money for the District to adequately maintain and expand Santa Barbara City College for students; and

WHEREAS, if the District passed a local general obligation, the Board believes that the District would be eligible for over $92 million of additional State matching funds for District facility improvements; and

WHEREAS, after much consideration, discussion and public input, the Board has approved the Santa Barbara Community College District 2008 Long-Term Facilities Plan (the "Facilities Plan") which sets forth not only the long range strategy plans for Santa Barbara City College, but also prioritizes its most immediate and critical facilities and equipment needs; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional funding for such facility, technology, and safety needs as described in the Facilities Plan by means of a general obligation bond; and

WHEREAS, Proposition 46, approved by the voters of the State of California on June 3, 1986 ("Proposition 46"), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which, as of its effective date, reduced the
voter threshold for *ad valorem* tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board determines that the restrictions in Proposition 39, as interpreted by the Attorney General of the State of California, which prohibit any bond money to be used for teacher or administrator salaries and expenses, be strictly enforced by a citizens’ oversight committee; and

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the “Elections Code”) requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on June 3, 2008, and to request that the Santa Barbara County Registrar of Voters perform certain election services for the District; and

WHEREAS, in the judgment of the Board, it is advisable to request the Santa Barbara County Registrar of Voters to call an election pursuant to Proposition 39 on the question of whether general obligation bonds shall be issued and sold on behalf of the District for purposes set forth below;

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

**Section 1.** That the Board, pursuant to Education Code Sections 15100 and Government Code Section 53506, hereby requests the Santa Barbara County Registrar of Voters call an election under the provisions of Proposition 39 and the Act and submit to the electors of the District the question of whether bonds of the District in the aggregate principal amount not to exceed $77,242,012 (the "Bonds") shall be issued and sold to raise money for the purposes described in Exhibits “A” and “B” hereto.

**Section 2.** That the date of the election shall be June 3, 2008.

**Section 3.** That the purpose of the election shall be for the voters in the District to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A” and incorporated by reference herein, containing the question of whether the District shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit “A” is subject to the following requirements and determinations:

(a) that the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including teacher or administrator salaries or other operating expenses;
Resolution No. 24 (2007-08)

(b) that the Board, in establishing the projects set forth in Exhibit "B," evaluated the instructional, safety, class size and offerings and information technology needs of the District;

(c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond moneys are expended for the projects identified in Exhibit "B" hereto;

(d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all Bond proceeds have been expended;

(e) that the Board will cause the appointment of a Citizens' Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274; and

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limit per $100,000 of taxable property in the District when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 et seq. and 15264 et seq. and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 6. That the Santa Barbara County Registrar of Voters and the Santa Barbara County Board of Supervisors, are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on June 3, 2008 within the District.

Section 7. That this Resolution shall stand as the "order of election" to the Santa Barbara County Registrar of Voters to call an election within the boundaries of the District on June 3, 2008.

Section 8. That the Secretary of the Board is hereby directed to deliver an original or a certified copy of this Resolution to the Santa Barbara County Registrar of Voters no later than January 31, 2008.

Section 9. That the maturity of any Bonds issued pursuant to Section 15100 of the Education Code, and Bonds issued pursuant to Section 53506 of the Government Code shall not exceed the maturity limits set forth therein, respectively. The maximum interest rate on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531.

Section 10. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation.

Section 11. That pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Santa Barbara County is requested to permit the Santa Barbara County Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Santa Barbara County, such services to include the publication of a Formal Notice of College Bond Election and the mailing of
the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

ADOPTED, SIGNED AND APPROVED this 24th day of January, 2008.

Board of Trustees of the Santa Barbara Community College District

By __________________________________________

Board President

Attest:

__________________________________________

Secretary/Clerk

STATE OF CALIFORNIA  )

) SANTA BARBARA COUNTY)

I, John Romo, do hereby certify that the foregoing is a true and correct copy of Resolution No. 24, which was duly adopted by the Board of Trustees of the Santa Barbara Community College District at the meeting thereof held on the 24th day of January, 2008, and that it was so adopted by the following vote:

Ayes:

Noes:

Absent:

Abstentions:

By __________________________________________

Secretary/Clerk to the Board of Trustees of the Santa Barbara Community College District
EXHIBIT A

"Santa Barbara City College Improvement Measure. To maintain quality, affordable, local higher education at Santa Barbara City College,

- Improve academic facilities for students transferring to four-year colleges,
- Improve academic facilities for nursing, health care, job training and other careers,
- Renovate aging classrooms, upgrade/construct facilities and acquire equipment,
- Upgrade energy efficiency/sustainability and disabled persons’ access,

shall Santa Barbara Community College District issue $77,242,012 in bonds, at legal rates, qualify for State matching funds, appoint a Citizens’ Oversight Committee?"

Bonds - Yes  Bonds - No
EXHIBIT B
FULL TEXT BALLOT PROPOSITION
OF THE SANTA BARBARA COMMUNITY COLLEGE DISTRICT
BOND MEASURE ELECTION JUNE 3, 2008

"Santa Barbara City College Improvement Measure. To maintain quality, affordable, local higher education at Santa Barbara City College,

- Improve academic facilities for students transferring to four-year colleges,
- Improve academic facilities for nursing, health care, job training and other careers,
- Renovate aging classrooms, upgrade/construct facilities and acquire equipment,
- Upgrade energy efficiency/sustainability and disabled persons' access,

shall Santa Barbara Community College District issue $77,242,012 in bonds, at legal rates, qualify for State matching funds, appoint a Citizens' Oversight Committee?"

Bonds - Yes          Bonds - No

The Board of Trustees of the Santa Barbara Community College District, to be responsive to the needs of students and the local community, has evaluated the District's urgent and critical facility needs, including providing functional classrooms and labs to continue to offer high quality higher education courses and career programs to students, as well as campus health and safety issues, class size and offerings, energy cost reduction and information and computer technology. The scope of projects to be funded based on that evaluation are outlined in the Santa Barbara Community College District Long-Term Facilities Plan, approved by the Board on January 24, 2008, incorporated herein in its entirety. In developing the scope of projects, the faculty, staff and students, with input from the public, have prioritized the key academic transfer and career training, skills maintenance and retraining requirements of local students so that the most critical needs and the most urgent and basic service needs of the community are addressed. The Board conducted facilities evaluations and received public input and review in developing the scope of college facility projects to be funded, as listed in the Facilities Plan. This input of faculty, staff, students and community leaders concluded that if these needs are not addressed now, Santa Barbara City College would not be able to continue to provide an affordable, high quality, local source of higher education for the community. In implementing the Facilities Plan, the Board of Trustees determines that Santa Barbara City College must take every available step to:

- Preserve access to a high-quality affordable local education and career training programs to meet the changing needs of local residents.
- Provide instructional facilities where recent high school graduates and adults can receive education in a broad range of subjects.
- Provide critically important re-training to persons who want to expand their job skills as well as prepare students to transfer to four-year colleges and universities.
- Upgrade its infrastructure to generate long-term water and energy conservation and cost savings.
- Apply aggressively for State matching funds of approximately $92 million to pay for the majority of needed campus improvements.
The Facilities Plan is on file and available for review at the District President’s Office and includes the type of projects listed below.

SANTA BARBARA CITY COLLEGE PROJECTS

- **Repair, Upgrade, and/or Replace Obsolete Classrooms, Science and Computer Labs, Instructional Facilities, Sites and Utilities for Safety and Energy Efficiency and Sustainability:**
  Repair, upgrade and/or replace deteriorating plumbing, electrical systems, wiring, unsanitary and run down bathrooms, leaky roofs, windows, inadequate doors, heating, ventilation and cooling systems, fix rusty structures and eliminate power outages, upgrade security systems, science laboratories and other instructional facilities; wire for computers and upgrade classroom technology; increase safety, increase energy efficiency, reduce fire hazards, reduce operating costs so more classes and job training can be offered, improve academic instruction; meet legal requirements for disabled access, remove hazardous asbestos, apply green building guidelines to improve energy efficiency and promote a sustainable healthy learning environment.

- **Upgrade, Convert, Build and/or Expand Classroom Buildings and Facilities to Maintain Affordable, Local Higher Education:**
  Modernize and expand classrooms for academic classes and career training, including nursing, nursing aides, emergency medical technicians, radiologists, and other health career programs, emergency service workers, English, literacy skills, math, reading, physical sciences, laboratories, technology and information management and district-wide technology support, administrative facilities, academic and career counseling, college transfer, job training/placement, career skills center for adult education students, a high tech center, including technology-based instruction for computer science, media arts, math, automotive technology, culinary, business and engineering science, visual and performing arts classrooms and labs, lecture/meeting/faculty/seminar rooms, physical and workforce education facilities, expand computer access.

- **Technology Upgrades/Computer Centers:**
  Expand technology and computer capacity with high-speed Internet access and computer technology, create “smart classrooms” to improve teaching and learning; upgrade software, computer and technology infrastructure and campus-wide technology; provide software training; replace outdated equipment.

- **Improve Campus Safety:**
  Remove all harmful asbestos, lead and other hazardous materials; upgrade or add fire alarms, sprinklers, smoke detectors, intercoms and fire doors; install security systems, exterior lighting, emergency lighting, door locks and fences, improve pedestrian safety, remove uneven sidewalks and walkways, remove barriers to access, as necessary.

- **Repair, Replace and Upgrade Aging Electrical and Mechanical Systems to Reduce Energy Consumption and Utility Bills.**

Listed building, repair and rehabilitation projects and upgrades will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, construction program management, and a customary contingency for unforeseen design and construction costs. In addition to the listed repair and construction projects stated above, the Projects also include the payment of the costs of preparation of all facility planning, facility assessment reviews, environmental studies and construction documentation, and temporary housing of dislocated District
activities caused by bond projects. The allocation of bond proceeds may be affected by the District’s receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District’s share of the costs of the projects, the District may not be able to complete some of the projects listed above. Certain projects may be undertaken as joint use projects in cooperation with other local public agencies. The budget for each project is an estimate and may be affected by factors beyond the District’s control. The final cost of each project will be determined as plans are finalized, construction bids are awarded and projects are completed. Based on the final costs of each project or the pace of student enrollment, certain of the projects described above may be delayed or may not be completed. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, redirecting fire access, and acquiring any necessary easements, licenses, or rights of way to the property. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

FISCAL ACCOUNTABILITY. IN ACCORDANCE WITH EDUCATION CODE SECTION 15272, THE BOARD OF TRUSTEES WILL APPOINT A CITIZENS’ OVERSIGHT COMMITTEE AND CONDUCT ANNUAL INDEPENDENT AUDITS TO ASSURE THAT FUNDS ARE SPENT ONLY ON DISTRICT PROJECTS AND FOR NO OTHER PURPOSE. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS’ OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS’ OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS’ OVERSIGHT COMMITTEE.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF COLLEGE FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF COLLEGE FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND COLLEGE ADMINISTRATOR SALARIES AND OTHER OPERATING EXPENSES.
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PART-TIME FACULTY LIST SPRING 2008

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Frank, Patricia
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Fritz, April
Frost, William
Fukui, Hisaya
Fulton, Kay
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Gardarson, Mikako
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Gemserling, Carol
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Gilmore, Timothy
Gloster, Maxwell
Goldberg, Gary
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Gordon, Deborah
Gotttheil, Elisa
Gottwald, Michelle
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Gover, Edward
Graham, Joann
Grant, Christine
Gray, Jeffrey
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Haas, Jane
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Yasko, Christen
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Young, Andrea
Zaharias, Tony
Zapata, Nicole
Zecher, Ronald
Ziegler, Karen

**Assistant Coaches:**
Dalley, Christopher
Duarte, Marcelo
Hoover, Alex
Salazar-McGovern, Stefan
## Educational Programs
### Minimum Qualification Equivalency

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<th>NAME</th>
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| HSIEH, Mandy | Foreign Language – Chinese | **EDUCATION:**  
B.S., Chemical Engineering, Chun-Yuan University, Taiwan  
M.S., Computer Science, California State University, Chico  

**EXPERIENCE:**  
1995-Present: Volunteer, *Lapis Lazuli Light*, a Chinese language magazine, Taiwan. Wrote and translated holistic health related articles (English to Chinese) and worked as a translator.  
2006-07: Editor, *Lapis Lazuli Light*  
2004-06: Instructor at high school level, Santa Barbara Chinese School  
Continuing Education
Minimum Qualification Equivalency

Thomas, Brandon  ESL  EDUCATION:

UCSB
Santa Barbara, CA
BA, Global Studies
June 2005

SBCC
Santa Barbara, CA
TEFL Certificate
August 2005

EXPERIENCE:

ESL Instructor
Aspect
Santa Barbara, CA
9/07 to present

ESL Instructor
EF International
Santa Barbara, CA
6/06 to 6/07

ESL Instructor
Wall Street Language School
Izmit, Turkey
9/05 to 12/05
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All short-term appointments are limited to 19-1/2 hrs. per week and 175 days per year.
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ALLDIS, Gwyneth
ALONI, Sharon
ALVARADO, Kayla
ANDERSON, John
APARICIO, Jessica
ASPENBREGEN, Johannes
BACHER, Kendall
BARBAGELATA, Erin
BARMINSKI, Alexandra
BAUTISTA, Neil
BECKER, Michael
BELKNAP, Charles
BETZ, Robert
BLOOMFIELD, Carl
BOWE, Shayla
BOWLES, Mark
BRYANT, Melvyn
BRYANT, Victor
CACI, Christopher
CAMARILLO, Agustin
CAO, Jia
CASTILLO, Natalia
CHAMBERLAIN, Lawrence
CHAMBERS, Clifton
CHEN, Rou-Hua
CHIOFOLO, Joanne
CONTRERAS-PEREZ, Zoila
COOMBS, Patrick
CORRAL, Rachelle
CURRIER, Chase
DAGBOVIE, Ayawovi
DAMINA, Yekaterina
DANIELSON, Sarah
DE LA ROSA, Ashley
DELGADO, Michael
DELGADO, Milo
DENG, Zhipeng
DENISON, Brianna
DISHION, Tamme
DOMINGUEZ, Karina
DOOLING, Danielle
DOXIE, Arnold
DUNIFER, Allison
ECHEVERRIA-RINGOR, Rufino
ESCAMILLA, Maria
ESPINOSA, Pablo
ESTES, Jenny
EVANS, Mark
FAIZULLABHOY, Shireen
FARIAS, Jolee
FEILDEN, Richard
FITZGERALD, Tom
FORSYTHE, James
FREEMAN, Jessica
FRUSTOCKL, Ricardo
GARCIA, Agustin
GARCIA, Ivan
GARCIA-ROSELL, Alejandro
GARDELLI, Rubens
GAUDEFROY, Nathalie
GILES, Timothy
GILL, Keisha
GISH, Mary
GOBROGGE, James
GOLDKORN, Ida
GOMEZ, Theodore
GONZALEZ, Cristina
GUTIERREZ, Lorena
GUTIERREZ-VALENCIA, Jesus
HEDSTROM, Kerstin
HEGNER, Richard
HENDRIX-ROACH, Ariane
HERNANDEZ, Ashley
HILL, Kasey
HILLIARD, Bryant
ICHIMARU, Tori
ITAKURA, Seiko
JACKSON, Dena
JAFFERJI, Husain
JANGRENS, Belinda
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KELLY, Ashley
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KLATT, Greg
KNOTTS, Sean
KRUPP, Cory
KUDO, Kahori
LAINER, Danielle
LaPORTE, Dudley
LaPORTE, Serge
LaTOURELLE, Jonathan
LAWER, Patrick
LE, Ph-Thanh
LEE, Hee Hwan
LEON, Emily
LEVY, David
LI, Lin
LI, Tianhai
LIN, Mi
LINDNER, Philip
LINO, Viviana
LIU, Hiu-Kei
LIU, Lingyu
LLOYD, Miranda
LOPEZ, Jannet
LOPEZ-CORDOVA, Evangelina
LOUIE, Nicole
LYSEN, Sara
MAIDA, Hala
MARQUES, Melissa
MARTIN, Jennifer
MARVOS, Luke
MATSOUKA, Yuki
MAZHAR, Bilal
MAZUL, Luis
MEDEL, Eugene
MELTZER, Dana
MIARKIANI, Ghorban- Ali
MILLER, Robin
MIRED, Nadia
MONROY, Maureen
MUNTERO, Karina
MUNTEROSA, Rosa
MOREIRA, Victor
MORENO, Mark
MORGAN, Vanessa
MOSCOSO, Jaquelin
MOSQUEDA, Ron
MURILLO, Joshua
NAKADATE, Michelle
NAVARRA, Jake
NGUYEN, Tammy
NGUYEN, Tram
OCHOA, Yvonne
OKERLUND, Carrie
OREGEL, Martha
ORGERON, Aaron
OROZCO, Bianca
OSTROFF, Ariel
PAN, Xiaolan
PARADES, Teresa
PETERSEN, Josh
PHELPS, Linda
PINTADO-POLO, Joaquin
PONCE, Ana
POSTEL, Leo
PREBEZAC, Andrew
QUAN, Xiangyu
RAE, Jon Michael
RAHIMIAN, Pantea
RAKSAKHOM, Nanda
RAMIREZ, Angel
RAMIREZ, Laura
RANASINGHE, Jayani
RANDALL, Katie
REESE, Courtney
REVOAL, Jesse
RICE, Katie
RIGALI, Heather
RITTERSTEIN, Lucila
ROBERSON-OJEDA, Barbara
RONGE, Deyyi
ROOT, James
RUIZ, Joshua
RUTH, Robert
SADON, Natalie
SAFFOLD, Steven
SANCHEZ, Daisy
SANDLER, Andrew
SEPRA, Marion
SHANTON, Jenifer
SHAPIRO, Ryan
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SICKERT, Magnus
SIEGEL, Julie
SIMON, Chelsea
SMITH, Sarah
SOLIS, Erica
SOSA, Bettina
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SPICK, Jason
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STEKETEE, Mark
TEUTLA, Denisse
TEZUKA, Erina
TIKI, William
TINO, Richard
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VEGA, Bernardo
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VEGA, Liliana
VERMEER, Herre
VOLNER-DISON, Cal
WALKER, Reilly
WALLIN, Linda
WANG, Yitong
WHEELER, Kelly
WILLIAMS, Ryan
WILSON, Patrick
WINSTON, Crystal
WONG, Alan
YAMAMOTO, Fusayo
YARAHUAN-LOPEZ, Nancy
YOKOTE, Erika

Item 3.1-e
Page 2 of 2
01/24/08
WESTERN STATE CONFERENCE

UMPIRE ROSTER 2008

Alvarez, Allen
Antenucci, Jim
Bennett, Mike
Bennett, Tim
Benz, John
Bradley, Chuck
Branson, Bob
Burthe, Jack
Cano, Mike
Chegwin, Chris
Cohen, Paul
Craig, Jim
Crosby, Jon
Crosby, Ryan
Davis, Larry
D'Aquanno, Anthony
Finley, Dwayne
Fisherty, Dick
Garcia, Alphonso
Gatson, Mel
Gazzara, Tony
Goldsmith, Arlk
Goodman, Ryan
Hare, Chuck
Henney, Ray
Jacobsen, Kent
Keene, Scott
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Kohler, Stewart
Levy, Mike
Littlejohn, Dennis

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O'Dell, Mike
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Roberson, Larry
Rodgers, Bryan
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Rubenstein, Ron
Sherlock, Dave
Still, Jeff
Snyder, Don
Sterry, Vern
Stevens, Russ
Stransky, George
Sweet, Ross
Trujillo, Carlos
Villalta, Dax
Visciglia, Jon
Wiggins, Matt
Williams, Allen
Williams, Bob
Williamson, Sidney
Wilson, Rick
Yoshioka, Atsu
Summary of Achieved Outcomes

All outcomes of this sabbatical project have been accomplished and more. Jean Watson’s Caring theory has been integrated into the Associate Degree Nursing (ADN) Program curriculum philosophy and framework. Caring theory has been integrated into both classroom and clinical teaching in the form of objectives and teaching strategies. The addition of this nursing theory is also reflected in all written and web-based materials related to the ADN program.

Integration of the Caring Curriculum into the ADN Program Curriculum

a. I attended and received the International Caring Certificate from the University of Colorado. The faculty learned about the theory through a series of conferences and meetings where the Caring Theory was discussed and integrated into the ADN curriculum.

b. I was able to network with nurses from around the world who were either using this theory or interested in how to integrate this theory in both educational and clinical settings during my courses in the Caring Certificate Program from University of Colorado Health Sciences.

c. All written and web-based program materials were updated and revised to include those aspects of the curriculum that integrated the Caring Theory, including the: college catalog, ADN Program Handbook, college and School of Nursing websites, Program Information Sheets and all program modules.

d. The California Board of Registered Nursing has been notified of the adoption and integration of the Caring Theory in the ADN Program curriculum as required. The National League for Nursing Accrediting Commission did not need to be notified.

e. The ADN Program sponsored two Caring Conferences for nursing faculty and students. The first conference was presented by a colleague of Jean Watson, the second by Jean Watson. Both were well attended. The ADN faculty utilized flex days to determine how best to integrate the theory into the curriculum.

2. All ADN Program modules have module face sheets that identify the Caring Theory in the curriculum framework. Several ADN modules have theoretical and clinical objectives and learning activities that focus on the Caring Theory.

a. The Introduction Course has theoretical and clinical objectives and learning activities that provide the foundation for the Caring Theory in the nursing curriculum.

This sabbatical project offered the opportunity to learn about, integrate and educate students and faculty about the Caring Theory. The addition and integration of this theory in the ADN curriculum will help to prepare students who are technically smart and caring. Thank you for the opportunity to have the time to operationalize this important new aspect to the Associate Degree Nursing Program curriculum.
SBCC INSTITUTIONAL STUDENT LEARNING OUTCOMES

I. Critical Thinking, Problem Solving, Creative Thinking
Students will demonstrate the ability to collect information in response to a question or problem; analyze and draw valid conclusions from statements, images, data, and other forms of evidence; and assess the implications and consequences of conclusions.
Competencies:
1.1 Define the issues, problems, or questions.
1.2 Seek, collect and analyze data and relevant information including alternative approaches.
1.3 Differentiate among facts, opinions and biases.
1.4 Synthesize and generate solutions and identify possible outcomes.
1.5 Use evidence and reasoning to support conclusions.

II. Communication
Students will demonstrate effective communication skills in reading, writing, listening, speaking and communicating in different formats.
Competencies:
2.1 Reading
Comprehend and interpret text.
2.2 Writing
Create documents that communicate thoughts and information appropriate to the given context, purpose, and audience employing the conventions of standard English.
2.3 Speaking
Organize ideas and communicate orally in a way appropriate to audience, context and purpose.
2.4 Listening
Receive, attend to, interpret and respond appropriately to verbal and/or nonverbal communication.
2.5 Visual Comprehension
Recognize and interpret images, graphic displays, and other forms of observable communication.

III. Quantitative Analysis and Scientific Reasoning
Students will be able to: analyze, estimate, use, and evaluate quantitative information using words, data, graphs, and symbols; and apply the scientific method to questions regarding observable natural, physical and social phenomena.
Competencies:
3.1 Apply quantitative skills to the interpretation of data.
3.2 Use graphs, symbols and mathematical relationships to describe situations.
3.3 Apply mathematical concepts to solve problems.
3.4 Explain/articulate the scientific method to test theories, explanations and hypotheses.
3.5 Distinguish scientific theory from conjecture and/or speculation.

IV. Social, Cultural, Environmental and Aesthetic Perspectives
Students will be able to demonstrate knowledge of significant social, cultural, environmental and aesthetic perspectives.
Competencies:
4.1 Describe how the interaction among social, economic, political, cultural, environmental and historic events affect the individual, society and the environment.
4.2 Explain how culture influences different beliefs, practices and peoples.
4.3 Recognize fine, literary, and performing arts as essential to the human experience.
4.4 Identify the social and ethical responsibilities of the individual in society.
V. Information, Technology and Media Literacy

Students will be able to locate, evaluate, synthesize and use multiple forms of information and technology employing a range of technologies.

Competencies:

5.1 Select and evaluate the accuracy, credibility, and relevance of information sources.
5.2 Use technology effectively to organize, manage, integrate, create, and communicate information and ideas.
5.3 Evaluate critically how media is used to communicate information through visual messages.
5.4 Identify the legal, ethical, social and economic rights and responsibilities associated with the use of media.

VI. Personal, Academic, and Career Development

Students will be able to assess their own knowledge, skills, and abilities, set personal, educational, and career goals, work independently and in group settings, and identify lifestyle choices that promote self reliance and physical, mental, and social health.

Competencies:

6.1 Develop, implement, and evaluate progress towards achieving personal, academic, and career goals.
6.2 Demonstrate personal responsibility for choices, actions and consequences, including but not limited to, attending classes, being punctual and meeting deadlines.
6.3 Demonstrate the ability to work effectively in a group setting.
6.4 Demonstrate the ability to identify and use appropriate resources.
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<td>Ann Freisle</td>
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</table>
November 27, 2007

Julie Hendricks
Director of Facilities
Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA 03109-2394

Subject: SBCC Sports Pavilion
Roof Mounted Solar Panels
ESH 07-040

Dear Julie:

The following is our proposal to perform a limited structural review of the roof framing for the three structures that comprise the Sports Pavilion. The purpose for this review is to determine the feasibility of adding solar panels on the existing roofs. We understand that Compass Energy Solutions (CES) will provide us a roof plan showing the layout of the solar panels along the mounting details and the weight of the proposed system. The scope of our work will include the following:

- Review the original structural drawings for each structure.
- Prepare structural calculations, as needed, to verify the load carrying capacity of the existing roof framing. For this proposal, we have assumed that the added dead load will not have a significant impact on each structure’s seismic load resisting systems.
- Consult with CES, as needed, to confirm the details of proposed installation.
- Make 1 site observation of the roof areas where solar panels are proposed.
- Prepare a written report of our findings.

We propose to provide this service on an hourly basis, in accordance with the attached fee schedule and estimate that our fee will be approximately $7,500. We will not exceed this amount without your written acceptance. Our proposal does not include the design of roof strengthening systems that may be required due to the added dead and wind loads, the support framework for the solar panels or their attachment to the existing roof framing. Once it has been determined that SBCC wants to proceed with the project, we can provide a proposal for the structural and administrative work that will be defined during this phase of the project.
Bills for our professional service will be submitted monthly, based on the work completed, and they will be due and payable within 30 days of receipt.

If these terms are acceptable to you, please sign in the space provided below as evidence of our mutual understanding and agreement for this service and return one signed copy for our records. Thank you for the opportunity to work with you on this project. If you have any questions concerning this proposal, please do not hesitate to call.

Very truly yours,

EHLEN SPIESS & HAIGHT, INC.
a California corporation

John W. Spiess, S.E. 2844

Julie Hendricks Date
For Santa Barbara City College
December 10, 2007

Santa Barbara City College
721 Cliff Drive
Santa Barbara, CA  93109

Attention:       Julie Hendricks

Subject:         Santa Barbara City College Campus – Pedestrian Bridge
                 Due Diligence Study – Replace Existing Wood Deck with a New Concrete Deck
                 Structural Engineering Services Proposal

Dear Julie:

John A Martin & Associates, Inc. (JAMA) is pleased to provide your office with the following proposal outlining our structural engineering services for the above-referenced project.

Project Description and Scope of Work
We have prepared this proposal for structural engineering services based upon the email received from your office on December 3, 2007. It is our understanding the College would like to explore the feasibility of replacing the existing wood deck of the pedestrian bridge with a new concrete deck. An evaluation of the existing foundations is first required to determine whether the existing foundations are adequate to support the new seismic demands. We will provide services as follows:

- We have assumed in the preparation of this proposal as-built drawings will be provided for our use.

- We will evaluate the adequacy of the existing foundations of the bridge to support the proposed new concrete deck. If the existing foundation system is deemed not adequate for the proposed modifications to the existing bridge, our office will notify you immediately and we will not proceed with further evaluation until we receive direction from your office.

- We will provide a preliminary design for replacing the existing wood elements of the subject bridge with new concrete elements.

- We will provide a written report, outlining our findings and recommendations, conceptual sketches, or any other suitable format so a cost estimate for the replacement of the existing wood deck can be prepared by others.

- Our services will be performed based upon the review of all available as-built information, as well as information obtained by our office during previous site visits. Please note if a complete set of structural as-built drawings are not available, our office is available to assist you in providing a site investigation program to be performed by others in order to obtain the required information for the performance of our services.
Qualifications
Our office will perform these services in character, sequence and timing so that they will be coordinated with those of the other project consultants, and as expeditiously as is consistent with professional skill and care. We will provide these services in accordance with current, generally accepted professional structural practices, and it is understood that our office makes no warranties, either express or implied, as to the findings, design, recommendations, specifications or professional advice. Implementation of our findings, recommendations, and conclusions is not the responsibility of John A. Martin & Associates, Inc.

With regards to information prepared and provided by others, our office shall not be held responsible for the accuracy of such information or omission of pertinent information.

If it is requested that we assist you with opinions of probable construction cost or rough estimates of cost, please note that our opinions represent our best judgment as professionals generally familiar with the construction industry. However, we have no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing. Therefore, the opinions of probable construction costs or rough estimates of cost provided by our office are made on the basis of our qualifications and experience. Our office makes no warranty or representation, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs, and/or that all items are included. Our opinions are only intended to serve as a guide from which you can develop a proposed budget for the scope of work.

Structural Additional Services
Additional services are defined as those which arise as a result of services not normally considered part of a standard structural scope of work during the design of a project, or those which are not necessary to the primary structural system and, therefore, are not generally part of basic services. It is recommended that the scope of the additional services requested and the subsequent fee be confirmed in written form and agreed to by the client prior to the work being performed. Additional services are identified separately and invoiced in accordance with our hourly billing rates outlined in this proposal. The following represent services outside of the normal and customary structural engineering scope; however, if requested by the client, we will either provide or obtain such services for an additional fee or fees:

- geologic or soils engineering, mold issues, sampling and testing materials, inspection services on site or off site, civil engineering, and/or land surveying
- architectural, mechanical or electrical engineering consulting services
- pre-manufactured trusses and stairs
- construction cost estimates (preparation of)
- plan check and construction permit fees, or obtaining building permit
- special computer investigations (such as dynamic analysis)
- preparation of as-built documentation

Fee Data
We will provide services related to the evaluation of the existing foundations of the pedestrian bridge on a time-and-material fee basis, to a not-to-exceed amount of Five Thousand Dollars ($5,000.00), invoiced in accordance with our hourly rates as outlined herein.

We will provide the complete scope of work outlined above for a fixed fee of Eight Thousand Five Hundred Dollars ($8,500.00).

Hourly Billing Rates
The following information represents the hourly billing rates for structural engineering consultation, design and drafting services, as provided by John A. Martin & Associates, Inc. These rates reflect our
compensation for providing the required services, in accordance with the scope of work as defined by the client, for the time actually spent in accomplishing the required tasks. Please note that these rates will be effective for a period of twelve months from the date of receipt by your office, at which time a revised rate schedule may be considered for negotiation. The specific categories and their billable rates, fully extended in accordance with the above, are as follows:

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If there are significant changes in the project's scope of work outlined above, or any authorized additions/revisions/modifications are made to the project after preliminary approval, the fee above may be adjusted proportionately, as mutually agreed upon between your office and John A. Martin & Associates, Inc.

Billings to your office for our services accomplished will be made at appropriate progress points as the project is completed.

**Terms & Conditions**

The Standard Terms & Conditions governing this proposal are hereby attached, incorporated and made a part of this proposal. Scope clarifications as noted in this proposal take precedence over those noted in the Terms & Conditions. This proposal shall be considered the effective agreement for our performance of structural engineering services, the scope of which is outlined above. If these terms are satisfactory, please indicate your acceptance of pages one (1) – twelve (12) by signing and returning one copy of this proposal to our office so that we may proceed with the work. This can be accomplished also by facsimiling a copy of this signed proposal to our office by dialing (661) 260-2649. This proposal shall be effective for a period of sixty days. Please feel free to contact our office for any additional information you may require pertinent to this project, and thank you for providing us with this opportunity.

In accordance with the Business & Professions Code §6749, you are hereby notified that John A. Martin & Associates, Inc. is a professional engineering firm whose responsibility it is to provide a written contract to the client when providing professional engineering services and to obtain an executed copy of this written contract prior to our office commencing the scope of work as outlined herein. Additionally, in accordance with Title 16, California Code of Regulations Section 463.5, you are hereby notified that the licensee signing this agreement on behalf of John A. Martin & Associates, Inc. is licensed by the State of California’s Board for Professional Engineers and Land Surveyors.

Very truly yours,

**JOHN A. MARTIN & ASSOCIATES, INC.**

![Signature]

Richard J. Lawrence, S.E.
Project Manager
November 9, 2007

Ms. Julie Hendricks  
Director of Campus Development  
Santa Barbara City College (SBCC)  
721 Cliff Drive  
Santa Barbara, California 92109

Subject: Proposal for Supplemental Geotechnical Investigation  
Proposed High Technology Building  
Santa Barbara City College (SBCC)  
721 Cliff Drive  
Santa Barbara, California  
MACTEC Proposal 4953-07-9480

Dear Ms. Hendricks:

As requested by Mr. Donald Ziemer of Kruger Bensen Ziemer Architects, Inc., we are pleased to submit this proposal to perform a supplemental geotechnical investigation of the site of the proposed building. Mr. Ziemer has furnished us with plans for the project, we previously visited the site and observed the existing conditions and we are familiar with the soil and ground-water conditions beneath and in the vicinity of the site of the proposed building.

This proposal includes a description of the proposed project, our scope of services, a schedule, and a lump-sum fee, and has been tailored to meet the needs of the project and fulfill your requirements. However, should the outlined services not meet your expectations of the assignment, we would appreciate the opportunity to discuss your concerns and make adjustments as necessary.

Relevant Experience

As previously stated, we are familiar with the soil and ground-water conditions underlying the site having previously performed a geotechnical investigations at the site of the proposed building. The results of our investigation were submitted in a draft report dated March 9, 2005 (our Job No. 4953-05-0001). In addition, we previously performed a geotechnical investigation for the majority of the existing buildings at the college campus and presented the results in a report dated April 29,
1963 (our Job No. 62039). Few of the exploration borings for this investigation were drilled at the subject site.

Our experience at and in the vicinity of the subject project site and with similar projects was used in developing the scope of our proposed investigation.

Project Information

Our draft report of March 9, 2005 was prepared for a development that consisted of a three-story building within the east portion of the site and near the top of an existing east facing slope and a one-story building within the north portion of the site. In addition a one-to-two level underground structure was to be constructed within the existing plaza area. The underground structure was to extend partially beneath the one-story building and was not to extend beneath the three-story building.

Recently, the structural features of the proposed building development was extensively modified. The current building development consists of on-grade two story building with a small one level basement within the north portion of the building. In addition, the building will extend to the south beyond the prior building development to encompass the sites of two portable buildings; the east campus temporary office and the ESL/International student center.

Proposed Services

The southern portion of the subject site at the locations of the existing portable buildings to be removed was sparsely explored in the past and additional explorations will be needed to evaluate the soil conditions within this portion of the site. Furthermore, based on our previous laboratory testing, the upper natural soils at the subject site may become weaker and more compressible when wet. Since the majority of our most recent laboratory testing was on soils samples at and below the basement level, additional laboratory testing will be required on the upper natural soils to a depth of about 20 feet.

The geologic-seismic hazards evaluation presented in our 2005 report is more than a year old and the Department of the State Architect requires an update of the evaluation.
We propose to perform additional subsurface explorations, laboratory testing, and engineering analyses to provide recommendations for design of foundations and walls below grade, for floor slab support, for temporary shoring, for paving and for earthwork for the currently proposed building development. Our services will consist of the following main tasks:

- Supplemental subsurface explorations to determine the nature and stratigraphy of the upper subsurface soils, and to obtain undisturbed and bulk samples for laboratory observation and testing.

- An update of the geologic-seismic hazards evaluation presented in our 2005 report to satisfy the requirements of recent Title 24 of the California Code of Regulations and guidelines outlined by the California Geological Survey.

- Supplemental laboratory testing of soil samples for determination of the static physical soil properties.

- Engineering evaluation of the current and previous geotechnical data to develop recommendations for design of foundations and walls below grade, for floor slab support, and for earthwork for the proposed building.

- Preparation of a formal report summarizing the prior and current data collected and presenting our design recommendations. The new report will supersede our prior draft report.

A more complete description of the methodology to perform the required tasks is presented in the following sections.

We propose to explore the site by drilling four additional borings to depths of about 20 feet below the existing grade using hollow-stem auger drilling equipment. The borings will be drilled under the observation of our field technician, who will log the subsurface conditions encountered and obtain undisturbed samples for laboratory inspection and testing. We will also obtain bulk samples of the upper soils.

Before starting our exploration program, we will conduct a field reconnaissance to further observe site conditions and mark the locations of our planned explorations. As required by the state of California, we will also notify Underground Service Alert of the locations of our planned explorations prior to drilling. We request that personnel associated with the site, with experience
with the onsite utilities, review the proposed exploration locations and identify areas of potential utility conflicts.

We will attempt to avoid utilities, however, even with reasonable efforts, there are inherent risks to utilities from drilling. We cannot assume responsibility for these inherent risks if the utility owners/their representatives and property owners/their representatives do not mark the utilities. Our proposal does not include costs or other provisions for utility repairs. If a utility is damaged, we will attempt to contact you immediately. However, if the damage potentially could result in further damage to property or life, then MACTEC is authorized, by acceptance of this proposal, to contact the appropriate authorities and contract for the temporary repair to help control potential hazards; the additional costs incurred will be added to our fee.

The health and safety of our personnel require that we be aware of any environmental contamination present on the property. Accordingly, we need to be provided with any reports on the presence of such contaminants. If evidence of such materials is encountered during the course of our investigation, we must stop our investigation and contact you to determine the appropriate course of action. Delays and increased costs caused by such actions are not within the scope of our investigation.

The soil cuttings will be used to backfill the borings after completion of drilling.

We will conduct all drilling and sampling in general accordance with the applicable ASTM standards. At the completion of the drilling, we will transport all samples to our laboratory where they will be examined by an engineer and visually classified according to the Unified Soil Classification System.

The assessment of site environmental conditions or determining the presence of contaminants in the soil and ground water of the site is beyond the scope of this investigation.

**Geologic-Seismic Hazards Evaluation**

We will update the geologic-seismic hazards evaluation presented in our previous 2005 report.
Laboratory Testing

Our engineer will select samples for supplemental laboratory testing to determine the pertinent static physical characteristics of the soils and especially the upper soils. The data obtained will be used in the necessary engineering analyses. The laboratory tests may include:

- In-place moisture content and dry density determination tests for each undisturbed sample.
- Direct shear tests on undisturbed samples and, if appropriate, on remolded samples to determine the shear strength of the materials.
- Consolidation tests to determine the compressibility of the materials.
- Expansion Index tests to determine the expansion potential of the upper soils.
- Compaction tests for use in preparing earthwork recommendations.

Engineering Analyses and Report

The results of our current and previous subsurface explorations and laboratory tests will be evaluated, and engineering analyses will be performed to develop recommendations for design of foundations and walls below grade, for floor slab and paving support, for temporary shoring and for earthwork.

We will prepare a geotechnical report summarizing the data collected and presenting our design recommendations. The report will include:

- Results of the current and previous subsurface explorations and laboratory tests, with a description of the soil, bedrock, and groundwater conditions encountered.
- Recommendations for design of foundations to be used for support of the proposed building, including allowable increases for wind or seismic loads.
- Estimated settlements for the anticipated loadings.
- A determination of the applicable site coefficient and seismic zonation based on the current CBC.
- Recommendations regarding frictional and passive values for the resistance of lateral forces.
- Recommendations for design of walls below grade and retaining walls.
- Recommendations for design of shoring.
- An update of the geologic-seismic hazards evaluation presented in our previous report.
- The results of the prior evaluation of the liquefaction potential presented in our prior report.
- Recommendations for earthwork, including site preparation, excavation, and the placing of any required compacted fill.
- The dynamic site characteristics presented in our prior report.
- Recommendations for floor slab support.
- Recommendations for design of asphalt and portland cement concrete paving.
- Results of the prior corrosion study.

The following graphics will be included in our report:

- A vicinity map showing the location of the site.
- A new plot plan showing the location of the proposed building relative to adjacent streets and existing structures and the locations of our current and prior exploratory borings.
- A geologic section showing the subsurface geologic materials and the geologic structure relative for the proposal finished grade of the proposed building.
- A log of each current and prior exploratory boring depicting the changes encountered in the soil strata by elevation and depth below ground surface together with a description and classification of each soil stratum. The depth to ground water will also be indicated.
- Plots and tables presenting the results of the laboratory tests.
Schedule

For your planning purposes, we anticipate that we can begin our subsurface explorations within one week of receiving written authorization to proceed. However, please note that our field work is dependent on the availability of drill rigs, which we subcontract, so that the actual start time may vary. We will notify you within three days of authorization of our drilling schedule. The drilling of the borings is expected to take along day. We can provide preliminary information within two weeks of completion of the subsurface explorations and a written report four weeks later.

Fees

The fee for the outlined investigation, including the rental and operation of the drilling equipment will be a lump sum of $22,000.

The fee for the basic investigation and report may be broken down as follows:

<table>
<thead>
<tr>
<th>Subservice Explorations</th>
<th>$7,500</th>
</tr>
</thead>
<tbody>
<tr>
<td>Geologic-Seismic Hazards Evaluation Update</td>
<td>2,000</td>
</tr>
<tr>
<td>Laboratory Testing</td>
<td>2,000</td>
</tr>
<tr>
<td>Engineering Analyses and Report</td>
<td>10,500</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$22,000</strong></td>
</tr>
</tbody>
</table>

The lump-sum fee will be valid for a period of 90 days from the date of this proposal. Our fee does not include additional services or work requested by you or your other consultants, or by the controlling public agencies during the review process (except as authorized by you as part of supplemental consultation). Our fee also does not include disposal of contaminated soils or hazardous materials.

The fees stated in this proposal have been made based on the following assumptions:

- The boring locations do not contain underground utilities.
- The site is accessible to two-wheel-drive vehicles and truck-mounted drilling equipment.
- The borings may be backfilled with soil cuttings.
The site plans for which this proposal was based remain applicable.

The field exploration program will be performed during normal work hours.

**Invoicing**

We will invoice monthly and on completion of our investigation.

**Authorization**

To authorize us to proceed, please complete and sign the attached Proposal/Work Acceptance Sheet and return one completed copy to us. A self-addressed envelope is included for your convenience. Please note that the terms included in the Proposal/Work Acceptance Sheet are part of this proposal.

**Geotechnical Inspection and Testing**

Geotechnical observation and testing services during construction are considered a continuation of the geotechnical investigation. We would be pleased to furnish you with a proposal to perform geotechnical inspection services during the construction phase of the project.

**Other Available Services**

In addition to the geotechnical services presented in this proposal, MACTEC can provide the following services:

- Construction materials inspection and testing.
- Environmental site assessments.
- Geologic-seismic hazards studies.
- Ground motion studies.
- Underground storage tank removal.
- Remediation services for decontamination of soil and ground water.
• Asbestos abatement services, including survey, plans and specifications, monitoring, and project management of removals.

We would be pleased to furnish you with additional information on the above services.

We appreciate the opportunity to submit this proposal and would be pleased to work with you and your design consultants on this project. Please call if there are any questions regarding the scope of the outlined investigation.

Sincerely,

MACTEC Engineering and Consulting, Inc.

[Signatures]

Mike Shahabi
Senior Engineer
Project Manager

Jake Kharraz
Senior Principal Engineer
Geotechnical Engineer 2087

Enclosures: Proposal/Work Acceptance Sheet
Self-Addressed Envelope

cc: (2) Kruger Bensen Ziemer Architects, Inc.
Attn: Mr. Donald Ziemer
This agreement ("Agreement") is effective this ___ day of ___, 2007 by and between Santa Barbara City College, with offices at the location set forth above, ("Client") and MACTEC Engineering and Consulting, Inc., with offices at 5628 E. Siason Avenue, Los Angeles, California 90040, ("MACTEC") (individually, "Party" and, collectively, "Parties"). In consideration of the mutual covenants expressed herein, and intending to be legally bound, the Parties agree as follows:

1. **STANDARD OF CARE.** MACTEC will perform the Scope of Authorized Services referenced above and in any subsequent change order ("Services") as an independent contractor, using that degree of skill and care ordinarily exercised under similar conditions by reputable members of MACTEC's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any claim that Client may bring against MACTEC with respect to the Services to be performed by MACTEC must be commenced within one (1) year after the date on which Client first knew or should have known of the deficient Services upon which the claim is based.

2. **OPINIONS OR ESTIMATES OF COST.** If included in the Services, MACTEC will provide estimates of the cost of materials, remediation or construction based on MACTEC's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.

3. **PAYMENT.** Client will pay MACTEC for performing the Services in accordance with the fee provisions contained in the Proposal or the above Scope of Authorized Services. MACTEC's invoices are due upon receipt. If payment is not received within thirty (30) days from the date of MACTEC's invoice, in addition to the invoiced amount, Client will owe interest on the unpaid balance at a rate equal to the lesser of one and one-half (11/2 %) percent per month or the maximum legal rate until the invoice, plus interest, is paid in full. MACTEC may suspend the performance of Services when any invoice is past due.

4. **OWNERSHIP OF DELIVERABLES AND RELATED DOCUMENTS.** All reports, drawings, plans, designs and other documents prepared by MACTEC pursuant to this Agreement, (collectively, "Deliverables") including all intellectual property rights therein, remain the property of MACTEC.

Client agrees that the Deliverables (i) are intended for the exclusive use and benefit of, and may be relied upon only by, Client and (ii) will not be used at a Site or for a Project not expressly provided for in this Agreement. Client does not require MACTEC's permission for regulatory submittal of the Deliverables or, subject to all terms and conditions contained in this Agreement, reliance on the Deliverables provided to Client's design team, of which MACTEC is a member, solely for the design of the Project for which the Deliverables were intended. Client agrees that any prospective lender, buyer, seller or other third party who wishes to rely on any Deliverables must first sign MACTEC's Secondary Client Agreement. Client will defend, indemnify and hold harmless MACTEC, its parent, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, agents, successors and assigns, (collectively, "Indemnities") from and against all claims, settlements, costs, expenses, liabilities, damages, penalties and interest, including attorneys' fees and litigation expenses, (collectively, "Liabilities") asserted against or incurred by Indemnites as a result of any unauthorized use of, or reliance on, the Deliverables. If Client requests Deliverables on electronic media, it agrees that the electronic copy may be inaccurate or incomplete, and the document retained by MACTEC will be the official document. Any modification(s) of the electronic copy by Client will be at its own risk. Client further agrees that (i) the Deliverables may be based in part or in whole on facts and/or assumptions provided to, but not independently verified by, MACTEC, (ii) the Deliverables will reflect MACTEC's findings as to conditions that existed only at the time the Services were performed and (iii) MACTEC makes no representations as to any facts or assumptions provided to, but not independently verified by, MACTEC.
5. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT EXPRESSLY AGREES, FOR ITSELF AND ANYONE CLAIMING BY, THROUGH OR UNDER IT, THAT THE LIABILITY OF MACTEC, ITS PARENT, SUBSIDIARIES, AFFILIATES AND SUBCONTRACTORS, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS AND ASSIGNS, FOR ANY AND ALL CAUSES OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, INDEMNITY OR OTHERWISE, ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR MACTEC'S PROFESSIONAL SERVICES, SHALL BE LIMITED TO THE AGGREGATE SUM, INCLUDING AMOUNTS PAID TO THIRD PARTY RECIPIENTS OF DELIVERABLES, ATTORNEYS' FEES AND ALL OTHER LITIGATION COSTS AND EXPENSES, IF ANY, OF FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES PAID TO MACTEC BY CLIENT UNDER THIS AGREEMENT, WHICHEVER IS GREATER.

Client acknowledges that (i) without the inclusion of this limitation of liability provision, MACTEC would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of this limitation of liability as part of an "arms-length" transaction, (iii) the limitation amount may differ from the amount of professional liability insurance required of MACTEC under this Agreement, (iv) the limitation of liability provision is merely a limitation of, and not an excusal from, MACTEC's liability and (v) it has received special consideration of ten dollars ($10) for this limitation of liability provision and waives any and all rights to dispute the receipt and sufficiency of such consideration.

6. **INDIRECT DAMAGES.** EACH PARTY HEREBY WAIVES ITS RIGHTS TO RECOVER FROM THE OTHER PARTY ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, INCOME, PROFITS, FINANCING OR REPUTATION), ARISING OUT OF, OR RELATING TO, THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES, OR BOTH.

7. **SITE OPERATIONS.** If sampling or intrusive services are part of the Services, the Proposal or opinion of costs does not include the costs associated with surveying the Site to determine accurate horizontal and vertical locations of any tests, borings, or well installation locations. Client will establish test or boring locations. If surveying is required, those Services will be secured by Client. Field tests or boring locations described in the Deliverables or shown on sketches are based on information furnished by others or estimates made in the field by MACTEC's personnel. Such depths, dimensions, or elevations are approximations. Unless expressly stated otherwise, the Services do not include the costs of restoration of damage which is reasonably necessary to perform the Services. Client will defend, indemnify and hold harmless the Indemnities from and against Liabilities related to, or arising from, any undisclosed or unknown surface or subsurface conditions, except to the extent such Liabilities were caused solely by the negligence of the Indemnities.

8. **SITE RESPONSIBILITY.** Client will provide MACTEC with access to the Site and all available Site information deemed necessary by MACTEC. The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by MACTEC. Client agrees that each such other party will be solely responsible for its working conditions and safety on the Site. MACTEC's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that MACTEC is not responsible for safety or security at the Site, other than for MACTEC's employees, and that MACTEC does not have the right or duty to stop the work of others.

9. **SAMPLES AND WASTES.** Samples are generally consumed or altered during testing and are disposed of immediately upon completion of the tests. If Client directs MACTEC to retain any samples, MACTEC will take reasonable steps to retain them, at Client's expense, but only for a mutually acceptable time. MACTEC reserves the right to refuse storage of any samples. If the samples or wastes resulting from the Services or any soils or materials contain asbestos, molds, fungi, bacteria, viruses, or any other hazardous, radioactive or toxic substances, pollutants, and/or their constituents (collectively, "Contaminants"), MACTEC, at Client's direction and expense, will either (i) return such samples, wastes, soils or materials to, or leave them with, Client for appropriate disposal or (ii) using a manifest signed by Client as generator and arranger, transport such samples, wastes, soils or materials to an approved facility selected by Client for final disposal, using a transporter selected by Client. In so doing, MACTEC will be acting solely as an independent contractor for Client and will at no time assume title, constructive or express, to any such samples, wastes, soils, or materials. Client will defend, indemnify and hold harmless the Indemnities from and against all Liabilities arising from the Indemnities handling of such samples, wastes, soils or materials, except to the extent of MACTEC's negligence or willful violation of any applicable law.

10. **UNANTICIPATED CONDITIONS.** Client will inform MACTEC in writing of all known Contaminants or other conditions existing on or near the Site that present a potential danger to health, the environment, or MACTEC's equipment or personnel prior to commencement of the Services. Should MACTEC encounter such conditions which were not reasonably anticipated or which increase the risk or cost, or both, involved in MACTEC's performance of the Services, upon notice to Client, MACTEC, in its sole discretion, may (i) suspend the performance of Services and submit a change order to be signed by Client prior to proceeding or (ii) discontinue the performance of Services and terminate this Agreement. If the unanticipated condition presents an immediate or potential threat to health, safety, the environment, or MACTEC's equipment or personnel, MACTEC will immediately inform Client, so that Client can notify the appropriate government authorities. If Client fails to do so, Client will hold MACTEC harmless if MACTEC provides such notice.
11. EXCUSABLE DELAY. MACTEC will not be in breach of this Agreement due to any delay or failure to perform any obligation pursuant to a schedule, if such delay or schedule failure results from circumstances beyond the control of MACTEC. In the event of any such delay, MACTEC will be entitled to an extension of the time to put performance of the Services back on schedule, and MACTEC will be compensated for any necessary and reasonable increased costs of performance that result from such delay.

12. ENVIRONMENTAL INDEMNITY. Client (i) expressly releases the Indemnitees from all Liabilities arising from, or related to, any exposure, release, or dispersal of Contaminants on or about the Site and (ii) will defend, indemnify, and hold harmless the Indemnitees from and against all such Liabilities arising from or caused by Contaminants ("Environmental Liabilities"), except to the extent that such Environmental Liabilities are determined to have been caused solely by the negligence of, or the willful violation of any applicable environmental health or safety law, by MACTEC.

13. TERM AND TERMINATION. The term of this Agreement shall commence on the month, day and year first written above and shall continue in effect until completion of the Services and final payment, unless earlier terminated by Client for its convenience upon fourteen (14) days prior written notice to MACTEC. In such event, Client will take possession of the Site and the materials and equipment thereon, provided that such materials and equipment have been paid for by Client. MACTEC will be paid for all Services performed up to the effective date of termination, plus reasonable demobilization expenses and expenses related to the cancellation of previously-placed orders and other commitments regarding the Project.

14. DISPUTE RESOLUTION. The Parties shall undertake in good faith to settle or compromise all disputes, controversies, or differences between them that arise out of, or are related to, the performance of a Party under this Agreement (individually, "Dispute" and, collectively, "Disputes") by means of amicable discussions. All Disputes shall be dealt with as follows:

Any time there is a Dispute, either Party may send a written notice to the other Party setting forth a description of the Dispute ("Notice of Dispute"). If the Dispute is not resolved during the first fourteen (14) days following receipt of the Notice of Dispute, either Party may seek to have the Dispute resolved by non-binding mediation pursuant to the construction industry rules of the American Arbitration Association. Promptly upon selection of a mediator, the Parties shall provide the mediator with copies of the Notice of Dispute, all related, relevant documents and a statement of their respective positions and shall request that the mediator meet with the Parties within twenty (20) days of such selection to consider and propose a resolution or a procedure for reaching a resolution.

If the Parties have not resolved the Dispute or have not agreed in a writing signed by an officer of both Parties to resolve the Dispute by binding arbitration, either Party, after sixty (60) days following receipt of the Notice of Dispute (regardless of whether any mediation process has occurred or is ongoing or concluded), may seek a resolution in any state or federal court that has jurisdiction over the Parties and the subject matter of the Dispute ("Court"). Either Party may apply to a Court for an order, if necessary, granting preliminary relief to maintain the status quo, to avoid irreparable injury, or to obtain other emergency relief at any time during the process described above. Despite such application, the Parties will continue to participate in good faith in the procedures specified in this Section 14.

The procedures specified in this Section 14. shall be the sole and exclusive procedures for the resolution of Disputes. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS AGREEMENT.

15. INSURANCE. MACTEC maintains the following insurance coverages:
   b. Commercial General Liability Insurance - $1,000,000 per occurrence/$2,000,000 aggregate.
   c. Automobile Liability Insurance- $1,000,000 combined single limit.
   d. Professional Errors & Omissions - $1,000,000 per claim/$1,000,000 aggregate.

16. ASSIGNMENT. This Agreement may not be assigned by either Party without the written consent of the other Party, which said such consent shall not be unreasonably withheld or delayed. Client acknowledges that MACTEC may subcontract portions of the Services to its affiliated companies and/or utilize employees of its affiliated companies in performing the Services, without the approval of Client.

17. SURVIVAL. All of Client’s and MACTEC’s obligations and liabilities, including, but not limited to, Client’s defense and indemnification obligations and the limitation of liability provision in Section 5, and MACTEC’s rights and remedies with respect thereto, shall survive completion of the Services and the expiration or termination of this Agreement.

18. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, it is the intent of the Parties that this entire Agreement not be invalidated or rendered unenforceable, that the remaining provisions shall continue in full force and effect and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties, or deleted if a valid or enforceable interpretation is not possible under applicable law, and that the rights and obligations of the Parties shall be construed and enforced accordingly.
19. NO CONSTRUCTION AGAINST THE DRAFTER. Each of the Parties has had an opportunity to negotiate the terms and conditions expressed herein; therefore, this Agreement will not be construed more strictly against either Party as the drafter.

20. INTEGRATION. This Agreement and other documents, if attached as exhibits hereto, constitute the entire Agreement between the Parties and supersede any previous written or oral contracts or negotiations. This Agreement and the above Scope of Authorized Services can only be changed by a written instrument signed by both Parties.

21. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Georgia, without giving effect to its choice of law principles.

22. PREVAILING WAGE LAWS. Client represents and warrants that the Project is not a public works project which is subject to either the California Prevailing Wage Law [Cal. Lab. Code § 1770 et seq.] or the Illinois Prevailing Wage Act [520 ILCS 500/0.01 et seq.] (each, individually, “Code”). Client acknowledges that MACTEC is relying on this representation and warranty in good faith and has negotiated the terms of this Agreement based on such reliance. In the event that it is determined by any federal, state or local agency, or any appropriate judicial or administrative body, but any of the Services performed by MACTEC on the Project are subject to the provisions of either Code and that MACTEC is required to pay a specified prevailing wage rate for all or any portion of such Services, Client agrees to defend, indemnify and hold harmless the Indemnitees from and against any and all Liabilities arising from or related to MACTEC’s failure to comply with the applicable Code based on MACTEC’s reliance on Client’s aforesaid representation and warranty. This indemnity shall include, but shall not be limited to, Client’s obligation to pay MACTEC the applicable wage rate differential for any such past or future Services, being defined as the additional amount that is paid to each applicable employee in order to comply with the applicable Code, in addition to an amount of mark-up on the applicable wage rate differential which is equal to the same mark-up upon which the originally-billed wage rate was calculated.

Signed this ______ day of ______ 200__

MACTEC Engineering and Consulting, Inc.

Signature of Authorized MACTEC Representative

Print Name and Title

Signed this ______ day of ______ 200__

Santa Barbara City College

Signature of Authorized Client Representative

Print Name and Title

THIS SECTION FOR MACTEC'S INTERNAL USE ONLY IF PREPARED AS A WORK ACCEPTANCE SHEET

Signature of Preparer

Print Name and Title

Signature of Reviewer

Print Name and Title
AGREEMENT BETWEEN ARCHITECT AND CLIENT

The following sets forth the agreement between Rex R. Ruskauff, 629 State Street, Ste. 230, Santa Barbara, CA 93101, license #C-23229, hereinafter referred to as Architect and Restroom Upgrades/ SBCC Shott Center Modernization 310 West Pico St Santa Barbara, CA 93101 hereinafter referred to as Client.

Agreement includes all provisions of Exhibit A attached (3 pages) and Exhibit B (1) page

Project #: 07.11
Project: Handicapped Accessibility Modifications
Description of Services to be provided by the Architect: To provide as Construction Documents for a minor modifications to the existing women's restroom for accessibility compliance for the address indicated above.

Compensation: The Client shall compensate the Architect as follows: Hourly not to exceed $3,000.00.

Reimbursable Expenses and Consultants are additional and will be billed as described in Exhibit A:
Estimated Reimbursable Expenses: $ Cost Plus 10%
Estimated Energy Consultant Expense: $ N/A

Accepted and Agreed:

[Signature]
Date: 12.11.07

Client

[Signature]
Date: 12.11.07

Architect
EXHIBIT A

Client represents and warrants to Architect that Client is either (i) the owner, (ii) tenant in possession and control, or (iii) authorized to alter, improve and legally bind the real property for which Architect's services are being engaged hereunder. Client acknowledges and agrees that Architect shall render valuable services in express reliance on the forgoing representation and warranty and that Client shall remain responsible for the payment of Architect's fees and expenses incurred in reliance thereon. Client shall immediately notify Architect in writing upon Client's transfer of ownership, control or authority with respect to the real property which is the subject of this agreement.

Client shall provide full information regarding requirements for the Project including a program, which shall set forth the Client's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirement. Client shall establish and update an overall budget for the Project, including the Construction cost, the Client's other costs and reasonable contingencies related to all of these costs. If requested by the Architect, the Client shall furnish evidence that financial arrangements have been made to fulfill the Client's obligations under this Agreement. Evaluations of the Client's Project budget, estimate of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid process, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Client's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

When requested by the Architect, Client shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility service and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark. When requested by the Architect, Client shall furnish the services of geotechnical engineers. Such services shall include all necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations. Client shall furnish the services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Architect. The services, information, surveys and reports described above shall be furnished at Client's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

The Architect shall submit invoices for Basic Services, Additional Services, and Reimbursable Expenses monthly. Invoices are due upon receipt and are delinquent after 30 days. Client shall notify Architect in writing within 30 days of receipt of the invoice if client disputes any amount shown on that invoice. Architect late charge of 1.5% per month will be assessed after 30 days. Payments will be applied first to interest and then to principal. Final payment shall be made prior to Architect stamping and signing plans for permit issuance or any other government approval in furtherance of the work of improvement.

Basic Services: Architectural design and document preparation for the Project.

Administrative Expenses: Each billing shall be assessed a 4% administrative charge to cover the following: minor photocopying, long distance phone calls, faxes, in-house check printing, postage.

Reimbursable Expenses: Major photocopying, color photocopying, in-house color plotting, photography, blueprinting and reproductions, long distance telephone calls, faxes, postage, travel time, non-local mileage, lodging, models. Reimbursable expenses will be assessed a 10% administrative fee.

Consultants: Should professional consultants be necessary (including, but not limited to, Structural, Mechanical, Plumbing, Electrical, Landscape) Architect shall contract with consultants and assess Client a 10% administrative fee.

Additional Services: Architectural services determined by the Architect to be above and beyond the scope of the original contract shall be billed hourly at the Architect's current rates. Additional service amounts will be billed...
monthly. Architectural Services not included in this agreement include, on a non-exclusive basis; construction observation beyond two site visits, work in connection with change orders and course of construction documentation, discretionary approvals and interactions with regulatory agencies other than design review and permit processing, preparation of perspectives, renderings and promotional materials not described in the contract, signage, preparation of “as-built” drawings, interior design consultation, review of contractor billings and change orders, review and discussion of bids and bid process, work in connection with revisions Client requests following completion of the construction documents, revisions inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client’s program of Project budget; revisions required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or revisions due to changes required as a result of the Client’s failure to render decisions in a timely manner.

Fee Schedule: Effective Date: January 1, 2007
Architect $95.00/Hr

Termination of the contract: This Agreement may be terminated by either party upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The Architect shall be compensated for all services performed prior to receipt of written notice from the Client of such termination. In the event of arbitration or litigation between the parties to the Agreement between Architect and Client, all expenses of same, including full and actual attorney fees and costs, court costs, witness fees and collection expenses as incurred shall be paid to the prevailing party. Failure of the Client to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

The Drawings: Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall be permitted to retain copies, including reproducible copies, of the Architect’s Drawings, Specifications and other information and reference in connection with the Client’s use and occupancy of the Project. The Architect’s Drawings, Specifications or other documents shall not be used by the Client or others on other projects, for addition to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the Architect’s reserved rights.

The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect’s promotional and professional material. The Architect’s materials shall not include the Client’s confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Architect on the construction sign and in the promotional materials for the Project.

Client shall indemnify, defend and hold harmless Architect, his partners, directors, officers, employees, and agents from and against any proceedings, claims, demands, damages, liabilities, interest, attorney’s fees, costs, and expenses whether arising before or after completion of the work under the Agreement Between Architect and Client, which were in any manner directly or indirectly caused occasioned or contributed to in whole or in part, by any negligent act, omission or fault, whether active or passive, of the Client’s direction or control or anyone acting in his behalf in connection with or incidental to the performance of its obligations pursuant to the Agreement Between Architect and Client.

Architect shall not be responsible or liable to Client in any way for any act or omission of any party other than the Architect itself. The Failure of the Client to perform any obligations it may have under the Agreement Between Architect and Client or any Construction contract shall not constitute a breach or default by Architect under the Agreement Between Architect and Client.

Architect shall not be bound to any agreements Client engages with other parties including leases related to the Project. Architect shall assume no responsibility for interpreting leases or any other agreements Client has with other parties.
The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and orderly progress of the Work.

Limitations of Liability: The Client and the Architect have discussed the risks, rewards, and benefits of the project and the Architect's total fee for such services. Risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount of $5,000.00, or the total fee, whichever is higher. Such causes included but are not limited to the Architect's negligence, error, omissions, strict liability, breach of contract, or breach of warranty.

This Agreement represents the entire integrated agreement between Client and Architect and supersedes all prior negotiation, representation or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Architect.
EXHIBIT B

Studio R Rate Schedule  
(effective 1.1.2007)

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate ($/hr.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect</td>
<td>$95.00</td>
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</table>

**Reimbursable Expenses**

<table>
<thead>
<tr>
<th>Description</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plots (full size)</td>
<td>$5.00</td>
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<tr>
<td>Plots (half size)</td>
<td>$2.50</td>
</tr>
<tr>
<td>Blueprint Services (out of house)</td>
<td>Cost</td>
</tr>
<tr>
<td>Photo Copies (out of house)</td>
<td>Cost</td>
</tr>
<tr>
<td>Photos</td>
<td>Cost</td>
</tr>
<tr>
<td>Shipping</td>
<td>Cost</td>
</tr>
</tbody>
</table>

All reimbursable expenses above will be assessed a 10% administration cost. The monthly architectural services fee will be assessed an additional 4% to cover "in house" blueprinting, photocopying, long distance phone charges, etc.
AMENDMENT to INDEFINITE QUANTITY CONTRACT

SANTA BARBARA CITY COLLEGE

Indefinite Quantity Contract/Services

<table>
<thead>
<tr>
<th>RJC Project Number</th>
<th>Contracting Officer-Facilities &amp; Operations</th>
<th>Renewal Option</th>
<th>Work Order Number</th>
<th>Date</th>
</tr>
</thead>
</table>

Work Description:
Architectural, Electrical and Mechanical Engineering Support Services - Trailer Building Improvements ECC 19 & 20

ECC 19 & ECC 20 Temporary Building Improvements

<table>
<thead>
<tr>
<th>Start Date</th>
<th>Performance time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dec 14, 2007</td>
<td>60 days</td>
</tr>
</tbody>
</table>

Consultant Name:
RJC Inc.
PO Box 60202,
Santa Barbara, CA 93160
Phone: 805-692-9477
Fax: 805-692-5605
E-mail: rjc@rjc-inc.com

Santa Barbara City College
Julia Hendricks
721 Cliff Drive,
Santa Barbara, CA 93109-2344
Phone: 805-969-0561 ext. 3547
Fax: 805-680-7537
E-mail: Hendrich@sbc.edu
Cell: (805) 728-1140

Authorized Signature:
Robert J. Cox, AIA
President, RJC inc.
Date: 12/14/07

Contracting Officer Signature:
Date: 12/17/07

Attachments:

Summary of this Work Order:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Construction Management Phase I</td>
<td>$1,759.00</td>
</tr>
<tr>
<td>Construction Documents Phase II</td>
<td>$3,454.00</td>
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<tr>
<td>Bidding Administration Phase III</td>
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<td>Construction Administration Phase IV</td>
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<td>Total Travel</td>
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<tr>
<td>Additional Contract Amount</td>
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<tr>
<td>Revised Total Contract Amount</td>
<td>$18,113.00</td>
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</tbody>
</table>

Scope of work:

Phase I: Schematic Design August 21 - August 27, 2007 RJC shall draft the existing trailer conditions and prepare schematic drawings of trailer building layout for SBCC facility and faculty approval. RJC shall perform two site visits to document the existing dimensions and field conditions. Following the site visits, RJC shall draft both trailer plans and prepare conceptual floor plans based on previously provided sketches of office configuration. Following approval of the schematic design, RJC shall move ahead with Phase II - Contract Document Preparation.

Phase II (Contract Document Preparation): RJC shall modify the schematic floor plans as requested by SBCC and shall then coordinate final working drawing set ready for bidding. RJC shall coordinate with mechanical and electrical engineers. RJC shall provide a solicitation bid set available to contractors Sept 11, 2007. Contract Documents shall include architectural, mechanical and electrical engineering drawings and specifications as necessary to competitively bid the repair and alteration tasks.

Phase III (Bidding): Sept 11, 2007 - September 25, 2007, two weeks bidding, RJC shall manage the bid process, attend a site walk, answer questions, issue Addenda as needed, and coordinate with faculty and engineers as required. RJC shall review offers to verify responsiveness.

Phase IV (Construction Admin): Three weeks starting October 8, 2007 - October 26, 2007, RJC shall provide on-site observation, conduct meeting minutes, verify and review pay requests, answer questions, negotiate change orders, maintain all necessary documentation to properly conduct thorough construction administration given the short time frame of the task. Note: No Cost for Travel to site visits.

Revision requested to Phase III due to extended construction administration time. Instead of three weeks, the construction contract is 8 hours of Construction Admin time per week for the duration of the project, 64 hours total instead of the 24 hours previously proposed. This revision requests approval of addition of 40 hours of project manager time to properly staff the project during the construction period.

Note RJC did not request any additional funds for modification of the project scope in second solicitation preparation, necessary to reduce project costs.
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Santa Barbara City College (hereinafter referred to as the College), 721 Cliff Drive, Santa Barbara, CA, 93109-2394, and Strata Information Group (hereinafter referred to as SIG), 3935 Harney Street, Suite 203, San Diego, California 92110.

1. Services

SIG will provide services as directed in the completion of the tasks set forth in Exhibit A, attached to and made a part of this Agreement. SIG agrees to keep the College regularly informed of the progress of work performed under this Agreement.

2. Compensation

The College will pay SIG $155.00 per hour plus reasonable travel expenses to provide the services specified in Exhibit A. SIG will invoice monthly for labor, travel time and travel expenses. Rates for services are effective for 12 months from the date of the agreement, and will increase by $5.00 per hour for each year thereafter. No other increases in the amount or scope of services is authorized without formal amendment to this Agreement.

3. Cancellation of Scheduled Services

The parties agree that once the College and SIG have scheduled a specific time during which SIG will provide services under the terms of this Agreement, the College shall pay SIG for such services as if SIG had performed such services on the date scheduled, unless the College has notified SIG that the College would like to reschedule or cancel the provision of such services at least fifteen (15) business days prior to the date on which SIG is scheduled to perform such services. The College's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket expenses (e.g., non-refundable airline tickets).

4. Term

This Agreement is effective December 12, 2007 and will continue in effect until June 30, 2008. The agreement may be extended if agreed to in writing by both parties. Either party may cancel this agreement with 90 day written notice to the other party.

5. Non-Hire Provision

SIG will not hire any employee of the College, without the College’s permission during his or her employment with the College, or for a period of one (1) year after termination of employment with the College. The College will not hire or contract with any employee of SIG, without SIG’s permission during his or her employment with SIG, or for a period of one (1) year after termination of employment with SIG.

6. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by SIG as a part of the work under this Agreement are the property of the College and shall be provided to the College upon the termination of this Agreement.

7. Independent Contractor

SIG will control the means and manner in which work is performed under this agreement and, in all respects, SIG’s relationship to the College will be that of an independent contractor, not an employee.

PSA for DPSG Services
8. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. Warranty

No warranty is stated or implied regarding the services provided under this Agreement.

10. Indemnification

SIG agrees to and shall indemnify, defend and hold harmless the College, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorneys fees that the College shall incur or suffer, which arise, result from, or relate to the legality and/or enforceability of the Agreement, or actions brought by employees of the College relating to claims arising out of the services rendered by SIG for the College. SIG shall only be liable for those losses, claims, or damages that arise as a result of performance under the terms, conditions, and period of this Agreement which solely and directly result from the negligence of SIG, and shall in no circumstance exceed the amount of this Agreement in aggregate.

11. Limitation of Liability

SIG and the College acknowledge and agree that in no event will SIG’s liability in connection with the services provided by SIG under this agreement exceed the amount actually paid to SIG by the College under this agreement and SIG will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance. These limitations apply to all causes of action in the aggregate, including without limitation breach of contract, SIG’s negligence, strict liability, misrepresentation, and other causes of action based on similar legal theories. SIG and the College further acknowledge and agree that they are entering into this agreement on the understanding that the fees for the services provided by SIG under this agreement have been set to reflect the fact that the College’s remedies, and SIG’s liability, shall be limited as expressly set forth in this agreement, and, if not so limited, the fees for the same services would have been substantially higher.

12. Entire Agreement

This agreement does not replace or supersede the agreements dated September 1, 2005, July 1, 2007 and November 1, 2007 between the College and SIG.

13. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the College. Said works cannot be used for any other client or purposes without the College’s expressed written permission. The College shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the College.
14. Worker's Compensation Insurance

SIG agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of SIG performing this Agreement files a worker's compensation claim against the College, SIG agrees to defend and hold the College harmless from such claim.

15. Nondiscrimination in Employment

SIG agrees that it will not engage in unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or sex.

For the College:

______________________________

Joseph Sullivan
Vice President, Business Services

Date: ______________

For SIG:

______________________________

Henry A. Eimstad
Partner

Date: 12/12/87
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A

Statement of Work

Under the terms of this Agreement, SIG will assist the staff of the College to perform the following activities, as directed:

DSPS Needs SBCC
Total estimated time 40-48 hours including 4 – 12 hours to handle any unexpected issues.

1) Put DSPS tables back to baseline. Estimated time 8 hours.
   a. Add "companion" tables with fields previously added to baseline.
   b. Copy data from baseline tables.
   c. Recreate baseline tables.

2) SWADISA Form Estimated time 8-12 hours.
   a. Change to use new tables.
   b. Add filter so only shows services beginning with "DS".
   c. Add filter for provider
   d. Allow display/printing of entire comment (open up comment similar to baseline comment forms, use print screen)
   e. Allow printing of all comments for student (this may need to be a report, but will try to find a way to do this from the form)

3) MIS Estimated time 4 hours.
   a. Change MIS processing to look at dates to determine term for reporting.
      Update term field to show which term was reported.
   b. Review to see if other changes are necessary.

4) Reports Estimated time 8-12 hours.
   Will need a little more definition and specs for reports, prior to actually working on them. It basically looks like 5 reports with multiple parameters for each. All reports should have the same basic data with additional specific data as needed.
   a. Preliminary MIS
      i. last name, first name, K#, disability code, number of contacts
         (including 0) and summary report of total numbers of students and
         contacts.
   b. GPA (before and after service usage)
   c. Persistence/retention (before and after service usage)
   d. Degree and certificate completion
   e. Names of students and summary numbers using particular DSPS services or
      groups of services

Parameters for all reports
   i. Students with any disability code
   ii. Students with DSPS contact and no disability code
   iii. Students with one specific disability code Students using a particular DSPS
        service type SBCC students without disability code or DSPS contact
   iv. SBCC current semester enrolled
   v. SBCC enrolled for designated semesters or span of time especially
      students over last five years
Santa Barbara City College  
REGIONAL HEALTH OCCUPATIONS RESOURCE CENTER  

TEST SITE AGREEMENT  

THIS AGREEMENT is made and entered into this 11th day of January, 2008 by and between SANTA BARBARA COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES, as the governing board of Santa Barbara City College, Santa Barbara County, California, hereinafter sometimes referred to as "the College," and Tulare County Organization for Vocational Education, (TCOVE) hereinafter sometimes referred to as "test site". It is agreed that:  

WITNESSETH  

WHEREAS it is agreed by the aforesaid parties to be of mutual interest and advantage that nurses aides in the region who are prepared to take their state certification test be given the opportunity and benefit of the test site.  

NOW, THEREFORE, it is agreed:  

1. The test site will:  
   a. Follow testing procedure as specified by the Nurse Assistant Training and Assessment Program (NATAP), National Nurse Aide Assessment Program (NNAAP), and/or Pearson VUE (testing vendor).  
   b. Provide appropriate test site facilities, equipment, and supplies as specified by NNAAP, and/or Pearson VUE.  
   c. Assume responsibility for identifying and referring qualified testing staff to the College within the parameters identified in testing team job descriptions and by Pearson VUE.  
   d. Assure that new testing team members have completed all Human Resources paperwork and mailed to RHORC prior to working as a testing team member.  
   e. Collaborate with the College (RHORC) in staffing for adequate testing team personnel to allow for uncompensated lunch break and avoid overtime.  
   f. Send individual timesheets completed by each member of the testing team: test site coordinator, manual skills raters/evaluators, proctors, and actors after each testing session.  
   g. Submit a personnel report indicating the hours of work by manual skills raters/evaluators, proctors, and actors used at the site to administer the test.  
   h. Provide testing according to community need and an annual schedule jointly developed with the College.  
   i. Hold harmless, defend and indemnify the College from any and all claims, liability or damage arising or alleged to arise from the operation of the program covered by this Agreement from the acts or omission of the test site, its officers, employees, students, or agents. The test site shall provide the legal defense in any matter arising from its own actions.  

2. The College, acting as fiscal agent for the Regional Health Occupations Resource Center (RHORC, California Community Colleges) agrees to the following:  
   a. Provide the required training for the test site coordinator, manual skills raters/evaluators, proctors, center assistants, and actor residents; or reimburse testing team member(s) from the region to provide the training.  
   b. Reimburse the testing team at an hourly rate of: $41.57/hr for test site coordinator, $38.60/hr for RN manual skills raters/evaluators, $20.82/hr for associate test coordinator, $10.18/hr for written exam proctor, $8.65/hr for actor (minimum $25/day) through individual timesheets completed by each member of the testing team. A maximum of 1 hour of preparatory time and 1 hour of post-testing time will be reimbursed per testing date.  
   c. To hold harmless, defend, and indemnify the test site from any and all claims, liability or damage arising or alleged to arise from the operation of the program covered by this Agreement from the acts or omissions of the RHORC, its officers, employees, students, or agents.  
   d. Provide a one-time allotment of $100 for the purchase of testing equipment.  
   e. Reimburse the test site $2/student tested for consumable testing supplies: payable quarterly.  

3. Both contracting parties agree to the following:  
   a. Testing dates, numbers to be tested and test sites will be jointly developed.  
   b. The terms of this agreement shall be for a period of two (2) years and shall be automatically renewed subject to termination provisions below. The agreement may be revised at the request of either partner and with the agreement of both parties.  
   c. Either party of the agreement may terminate this agreement by proper notice thereof in writing, delivered to the proper legal representative of the other party at least two (2) months prior to the proposed termination.  

By ___________________________  
Joseph Sullivan  
Title Vice President, Business, Santa Barbara City College  

By ___________________________  
Marsha Roberson, RN, MN  
Title Director, Regional Health Occupations Resource Center  

By ___________________________  
Ron Johnson  
Title Director, Tulare County Organization for Voc. Ed. (TCOVE)  

By ___________________________  
Joann Egan  
Title Director of Health Careers, Tulare County Organization for Voc Ed.
TO: Joe Sullivan
FROM: Carola Smith
DATE: December 18, 2007
RE: Cambridge, England, Spring 2008 Program Contract

Attached please find the following documents:

1. Four copies of the agreement with AIFS
2. Cambridge brochure

**History.** The Cambridge semester program has been offered since 1982, and over the years we have worked with different service providers. The last time the Cambridge program was offered, we worked with CAPA, but we encountered some challenges working with CAPA, especially with regard to student and faculty housing. In comparison, the services provided by AIFS on our recent London programs were excellent, and we were satisfied with student and faculty housing. Similarly, the local AIFS coordinator did an excellent job organizing field trips and providing assistance to students and faculty. For the upcoming program, bids were submitted to AIFS, ACCENT and CAPA, and AIFS turned out to be the most competitive bidder.

The per-student program fee charged by AIFS is $7,465, including a $300 per-student fee to be returned to SBCC as well as a non-refundable $50 application fee. The program price is based on 20 or more program participants for a 13-week program. The $300 per-student fee will be used to pay to provide an operational budget to be used by the program directors for additional field trips and theater performances.

Please forward two copies of the contract to the Board for their approval. Thank you for your assistance.

Carola Smith

cc: Ms. Spaventa
    Dr. Friedlander (without attachments)
PARTNERSHIP PROGRAM AGREEMENT
SANTA BARBARA CITY COLLEGE – CAMBRIDGE
SPRING 2008

THIS PARTNERSHIP PROGRAM AGREEMENT is made as of this _____ day of ________, 2007, by and between SANTA BARBARA CITY COLLEGE hereinafter referred to as "SBCC" and the AMERICAN INSTITUTE FOR FOREIGN STUDY, INC., a Delaware corporation, hereinafter referred to as "AIFS."

WHEREAS SBCC wishes to conduct an overseas study program in Cambridge during the Spring of 2008, and

WHEREAS AIFS has space available for such a program,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. TERM

The period of this Agreement shall be from the date of execution by both parties through 31st May 2008.

II. OBLIGATIONS OF SBCC

SBCC hereby agrees:

A. That it will conduct and operate an overseas study program in Cambridge for the following period:

                Arrive England: Monday, 4th February 2008
                Depart England: Thursday 1st May 2008

The program will be organised in cooperation with AIFS. SBCC agrees not to cancel the Agreement with AIFS to make its own arrangements or to make alternative arrangements through another organization.

B. That the AIFS program will be the only official study abroad program of its type of SBCC in Cambridge during the period indicated.

C. That it will use the materials provided by AIFS in conjunction with materials produced by SBCC to advertise the program, and recruit students to participate in the program.

D. That it will endeavor to recruit approximately 20 students for the Spring program. AIFS is able to accept more than this number; however, SBCC is under no obligation to recruit a minimum number of students. Please note however that the price quoted assumes a minimum enrollment of 20 students. AIFS may be able to work with a
lower enrollment but would either increase the program fee or review program components.

SBCC agrees not to cancel the program if the minimum enrollment of 20 students is achieved.

E. That it will confirm the number of students recruited for the Spring program and forward applications and a $450 deposit per student to AIFS, Connecticut, by Tuesday 20th November 2007. AIFS may be able to accept students after this deadline, but airline and accommodation prices and availability cannot be guaranteed after this date.

F. That SBCC will appoint faculty member as appropriate for its program in Cambridge. Full control of the academic program, including, but not limited to enrollment requirements, procedures, administration, and granting of credit will be vested in SBCC and its designated representatives.

G. That in the event that SBCC does not renew this Agreement, it will not attempt to place students directly with, or to contract, with AIFS landlords or other suppliers of facilities for the academic year following the termination of this Agreement.

III OBLIGATIONS OF AIFS

AIFS hereby agrees:

That it will be responsible for all travel logistics for the program, collect all fees and pay all bills pertaining to the operation of the program, and do all possible to make the program a success.

In addition, AIFS will make all required reservations and provisions for the following as stated:

A. PROGRAM COMPONENTS

Accommodation in single or twin rooms in homestays, with sheets and towels provided by the host and changed once per week. Breakfast and dinner are provided daily and lunch is also provided on Saturdays and Sundays. Two reasonable-sized loads of laundry will be washed per week. Typical travel time to the Study Center is 20-35 minutes by bike or by bus. Meals and housing will NOT be provided over the week-long Spring Break but students will be able to leave their belongings in their homestay bedroom.

One classroom located in the Study Center, located at Studio Cambridge, a language school on Station Road, Cambridge. The school is centrally located 300 meters from the railway station and 15 minutes leisurely walk from the city center. The classroom will accommodate the group for 5 hours a day Monday-Thursday. The classroom will be equipped with color television, DVD player, OHP and white board and markers.

An orientation program consisting of a program orientation meeting with AIFS staff and a welcome dinner. Students and faculty will also receive a welcome pack on arrival in Cambridge with a local area handbook, maps, emergency information, details of budget airlines and free time pursuits.

A travel fund for students to cover EITHER bike rental for the entire program (including safety equipment such as helmet) OR bus pass throughout the program for travel between homestay, Study Center and city center.

Access to the Cambridge Central Public Library.
Access to the Internet lab in the Study Center (16 pcs) and Wi-fi access in the Study Center.

A resident director based in Cambridge who will be responsible for assisting SBCC faculty and students with practical arrangements during their stay (i.e. arranging cell phones, booking extra activities and excursions etc), along with a 24-hour managed emergency phone.

A cultural calendar of afternoon activities in Cambridge including a guided tour of Kings SBCC, a group punting excursion and a walking tour of Granchester with afternoon tea in the Orchard tea gardens. All entrances included. In addition, students are welcome to sign up for extra-curricular activities on the Studio Cambridge weekly cultural calendar, which includes sporting and social activities.

Full-day excursion to London by private bus with a guided tour of the Houses of Parliament and the British Museum.

Full-day excursion to Stonehenge and Bath by private bus with the services of a professional tour guide. Entrances included to Stonehenge and the Roman Baths.

Full-day excursion to Stratford-upon-Avon by private bus with the services of a professional tour guide. Entrances to Shakespeare’s Birthplace and Anne Hathaway’s Cottage and a theater performance at the Royal Shakespeare Company are included.

A second day-trip to London including round-trip transfers and a backstage tour of Shakespeare’s Globe Theater.

A farewell group meal.

B. FACULTY BENEFITS

AIFS will provide TWO SBCC faculty members with a free round-trip airline ticket (LAX – London - LAX), on the following basis:

1. The tickets will be provided per 20 or more paying students who enroll on the program, or pro rata for a lower enrollment.

2. AIFS can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach AIFS by Friday 14th December 2007, and s/he will need to pay a $100 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.

3. If tickets for faculty flights are not arranged through AIFS, AIFS will reimburse the SBCC faculty member the student airfare amount of $710.

4. In addition to the provision of airfare as stated above, AIFS will provide the accompanying SBCC faculty members with the following program package:

a. Services for two instructors will be included should the number of paying participants be 20 or more, or pro rata for a lower enrollment.
b. Accommodation in two one-bedroom apartment (with Internet provided). The cost of any apartment upgrade would be met by the faculty member.

c. Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

d. Partners accompanying the faculty members may also participate on the program at a special rate. Partner participation is not included in the final student numbers unless they pay the student price.

e. A faculty office equipped with computer for the duration of the program.

C. MISCELLANEOUS:

1. Medical and AIFS program fee refund insurance policies, as outlined in the insurance brochure, in the AIFS contract with students and under Paragraph V of this Agreement. Coverage includes $10,000 accidental medical expense and $10,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students' control.

2. AIFS will provide publicity materials consisting of a program brochure and student program application for use by SBCC in the promotion of the program.

3. Pre-departure services and a toll-free contact number in the U.S.; assistance with faculty flights; liability coverage from the Connecticut office.

4. Services of AIFS US support representatives.

5. Services of AIFS European headquarters in London including liaison ahead of the program on academic planning.

IV PRICING

In return for the services set forth above, based on an enrollment of 20-24 paying students accompanied by 2 faculty members AIFS will charge a fee of $7115 per student for the program, excluding airfare. These fees do not include a non-refundable $50 application fee, a refundable $250 damage deposit, a $300 SBCC administration fee, or any SBCC tuition fees which may be levied by SBCC for this program. When program brochures and application forms are prepared, the fees quoted will include the $50 application fee.

AIFS will reserve spaces at the above prices according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the airline by the student once overseas; agent- and airline-imposed penalties apply.

OPTIONAL COMPONENTS:

- On a space-available basis, students may purchase the optional transportation package consisting of round-trip airfare (LAX – London – LAX) and round-trip transfers overseas between the airport and the housing in England for an additional $710 excluding mandatory U.S. government and airline-imposed departure taxes, fees and fuel charges (estimated at $335 and subject to change) for which students will be billed separately.
AIFS will reserve spaces at the above prices according to information on the student application form. Once airline tickets have been issued to students they can only be changed directly with the airline by the student once overseas; agent- and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after Tuesday, 20th November 2007.

AIFS is financially committed to any confirmed airline seats from Friday, 26th October 2007 and therefore an airfare review will take place prior to this date. AIFS requests that SBCC provide an indication of how many students intend to purchase the transportation package listed above. However, should SBCC decide not to offer this transportation package to their students AIFS must be notified before Friday, 26th October 2007.

- Optional Extra Protection Insurance Coverage, including increased medical insurance ($65) and/or personal effects insurance ($90) as outlined in the AIFS insurance brochure.

APPLICATION PROCEDURE AND BILLING

SBCC will follow the enrollment procedure below:
- Applications should be first sent to SBCC rather than directly to AIFS. After being registered, these applications will be forwarded to the AIFS office promptly;
- Student applicants will be accepted and enrolled in the order in which a complete application is accepted for processing by SBCC.

We recommend the promotion of and initial receipt of deposits for this program as early as possible.

Penalties apply to changed program bookings after Tuesday, 20th November 2007. Therefore AIFS would require the SBCC to collect the application forms and deposits of $450 per student and to forward them to AIFS by Tuesday, 20th November 2007. AIFS would then bill the individual student for the balance of fees owing. Full payment and confirmation of final numbers must be received by Friday, 14th December 2007. Please note that these are not postmark dates, but the dates by which funds must arrive in the AIFS Connecticut office.

AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline. AIFS can accept applications after Tuesday, 20th November 2007, but cannot guarantee program costs after this date.

Students applying after the application deadline date of Tuesday, 20th November 2007 can only be accepted on a space-available basis.

V. REFUND AND CANCELLATION POLICY

AIFS will operate a Refund and Cancellation Policy as follows:

Refunds other than when a program is canceled:

If a student's application is refused, a full refund of all payment except the non-refundable $50 application fee is made.

If a student withdraws on or before Tuesday, 20th November 2007 for the semester a full refund will be made less a $100 processing fee, the non-refundable $50 application fee and any non refundable deposits paid by the student or by AIFS on the student's behalf.

If a student withdraws after Tuesday, 20th November 2007, but on or before Friday, 14th December 2007 for the semester for any reason except medical covered by the Fees Refund and
Medical Insurance Coverage, the $400 deposit and $50 application fee are forfeited, along with any non-refundable deposits paid by the student or by AIFS on the student's behalf.

If a student is forced to withdraw from the program because of covered medical reasons after Friday, 14th December 2007 but before departure to England, a full refund of all payments will be made, less the $100 processing fee, $50 non-refundable application fee and the $210 insurance premium, through the Fees Refund and Medical Insurance Coverage which requires written proof of medical reasons provided by your physician.

Students withdrawing voluntarily for any reason after Friday, 14th December 2007 including withdrawals due to medical reasons not protected under the Fees Refund and Medical Insurance Coverage, receive no refund of fees paid unless they are able to provide a qualified replacement student in which case they receive a full refund of all payments made less the $150 application and processing fees and any non-refundable deposits paid by the student or by AIFS on the student's behalf. AIFS cannot arrange flights for substitutions arranged after Tuesday, 20th November 2007. Replacement students must pay in full at the time of application.

Students are permitted to transfer their application from one semester program to a subsequent semester or a suitable alternative AIFS program no later than Friday, December 14, 2007. This would not be permitted should the level of transfers from the original program lead to that program's enrollment levels falling below the minimum agreed number. Students must complete their enrollment within one year of their transferral.

Please note that students who are academically withdrawn from the program by their home institution after their application has been processed by AIFS are subject to the standard refund policy. Once the program has started, students withdrawing receive no refund unless AIFS suspends the program.

Program cancellation:

It is understood that SBCC will not cancel the program if the necessary minimum number of students have been enrolled by Tuesday, 20th November 2007.

In the event that SBCC should cancel the program with the required minimum number of students after Tuesday, 20th November 2007, SBCC will be responsible for costs which cannot be recovered by AIFS. AIFS will deduct from students' fees the irrecoverable costs and will refund the balance of fees paid by the students to SBCC.

In the event of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to England, or if they are already in England, to leave it, AIFS will:

- If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.

- If the program has started, suspend the program and fly the students home. If students are returned home they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less the $50 non-refundable application fee, the $100 processing fee, the $210 insurance premium and any costs incurred flying the student home.

VI. LIABILITY INSURANCE COVERAGE

That it will maintain liability insurance coverage during the term of this Agreement with the following minimum coverage:
VII. VARIOUS

A. INDEMNIFICATION

AIFS hereby agrees to indemnify and hold SBCC harmless for any and all liability, obligation or expense incurred by SBCC and arising from any wrongful or negligent acts or omissions of AIFS, its employees or agents in connection with the performance of this Agreement. SBCC hereby agrees to indemnify and hold AIFS harmless for any and all liability, obligation or expense incurred by AIFS arising from any wrongful or negligent acts or omissions of SBCC, its employees or agents in connection with the performance of this Agreement.

B. ASSIGNMENT

Neither SBCC nor AIFS may assign this Agreement without the prior written consent of the other.

C. NOTICE

All notices required to be served upon SBCC shall be served by registered or certified mail, return receipt requested, to:

TBC

All notices required to be served upon AIFS shall be served by registered or certified mail, return receipt requested, to:

Sir Cyril Taylor, Chairman
AIFS
River Plaza
9 West Broad Street
Stamford, CT 06902-3788

D. CONSTRUCTION AND SCOPE

This Agreement shall be interpreted under the laws of the State of California, United States, and shall inure to the benefit of the parties hereto, their successors and assigns. Time shall be of the essence in each term and provision of this Agreement and no term or provision may be modified orally or in any other manner than by writing signed by all the parties hereto or their respective successors in interest.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth above.

SANTA BARBARA CITY COLLEGE

By:

As its:

Date:

Attest:

AMERICAN INSTITUTE FOR FOREIGN STUDY, INC.

By:

As its: Senior Vice President

Date:

Attest:
CHANGE ORDER NO. 23

Project: Santa Barbara City College
Sports Pavilion Addition and Remodel
DSA #A-03-107289, File #42-C2
PMSM Project No. 96019.07/12

Date: 19 December 2007

The scope of work will be modified only as herein specifically set forth and in all other respects remains unaltered.

**Item #1:**
Added code analysis for Automatic fire sprinkler system.

**Reason:** Requested by DSA

| Change in Contract Sum for this item: | Increased | $ 0.00 |
| Change in Contract Time for this item: | Increased | 0 days |

**Back-up:**
Revised Drawing Sheet A001Δ1 – Title Sheet dated 12/19/07 (1 sheet, 22” x 34”)
Revised Drawing, Sheet A003Δ2 – Code & Accessibility Site Plan dated 12/19/07
(1 sheet, 22” x 34”)

---

Original Contract Sum: $6,315,000.00
Contract Sum prior to this Change Order: $7,243,215.81
Contract Sum is increased by this Change Order by: $7,243,215.81
New Contract Sum: $7,243,215.81

Original Substantial Completion date: 19 June 2006
Completion date prior to this CO: 17 October 2006
New Substantial Completion date will be: 17 October 2006

Contractor and Owner acknowledge that the change in Contract Sum and Contract Time set forth above constitute the complete compensation and time extension for this change in the work including, but not limited to, Contractor’s field and office overhead, profit and supervision and Owner’s project expenses, inspection and administration costs.

Accepted by:
A. J. DIANI CONSTRUCTION

Authorized by:
SANTA BARBARA CITY COLLEGE

Agreed to by:
PHILLIPS METSCH SWEENEY MOORE ARCHITECTS

Agreed to by:
DIVISON OF THE STATE ARCHITECT

PMSM #96019.07/12

Change Order No. 23

2020 ALAMEDA PADRE SERRA, SUITE 220
SANTA BARBARA, CA 93103
TEL 805-863-1655
FAX

SANTA BARBARA, CA • PASO ROBLES, CA • SANTA MARIA, CA • VISALIA, CA

01/24/08
Change Order
AIA DOCUMENT G701

PROJECT:
Campus Center Seismic Reglazing Phase II
Santa Barbara City College, 721 Cliff Drive,
Santa Barbara, CA 93109-2394

CHANGE ORDER NO: ONE (1)
DATE: December 14, 2007

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA, CALIFORNIA

ARCHITECTS PROJECT NO: 2007.04
CONSTRUCTION CONTRACT NO: BID #824
CONTRACT DATE: NTP November 30, 2007

TO:
(Contractor) COAST GLASS CO., INC.
236 S. Magnolia Avenue
Goleta, CA 93117

ARCHITECT:
RJC, INC.
PO Box 60202
Santa Barbara, CA 93160-0202

The Contract is changed as follows:
Contractor shall OMIT the Value Engineering Items of work described
in Proposal Request #001 dated 12/11/07.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was
$ 126,000.00

Net change by previously authorized Change Orders
$ 0

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
$ 126,000.00

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of
($ 6,130.00)

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be
$ 119,870.00

The Contract Time will be (increased) (decreased) (unchanged) by (9) days.
The Date of Substantial Completion as of the date of this Change Order therefore is
January 21, 2008

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price, which have been
authorized by Construction Change Directive.

ARCHITECT
RJC, INC.
Address
PO Box 60202
Santa Barbara, CA 93160-0202

CONTRACTOR
Coast Glass Co., Inc.
Address
236 S. Magnolia Avenue
Goleta, CA 93117

OWNER
Santa Barbara Community College District
Address
721 Cliff Drive
Santa Barbara, CA 93109-2394

BY: [Signature]
DATE: 1/10/08

BY: [Signature]
DATE: 1/9/08

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS
ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.
**PROPOSAL REQUEST**

**PROJECT:**
(name, address)
Campus Center Seismic Reglazing Phase II
Santa Barbara City College, 721 Cliff Drive,
Santa Barbara CA 93109-2394

**OWNER:**
Santa Barbara Community College District
Santa Barbara, California

**PROPOSAL REQUEST NO.: One (1)**

**DATE:**
December 11, 2007

**TO:** (Contractor)
Coast Glass Company, Inc.
236 S. Magnolia Avenue
Goleta, CA 93117
Ph (805) 964-9882, fax (805) 683-6732

**ARCHITECTS PROJECT NO.: 2007.04**

**CONTRACT FOR:** Bid #624

**CONTRACT DATED:** NTP November 30, 2007

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

**THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN**

**DESCRIPTION:** (Written description of the Work)

1) Value Engineering Item No. 1 -
   a. Omit emergency exit through temporary security wall at job site.
2) Value Engineering Item No. 2 -
   a. Omit the specified job sign.
3) Value Engineering No. 3 -
   a. Revise the specified aluminum anodized finish from Class I medium bronze to Class II medium bronze.


**ARCHITECT:** RJC, Inc.
PO Box 60202
Santa Barbara, California 93160-0202

**BY:** Gerald Shusta
### A. CUSTOMER AND PAYMENT INFORMATION

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### 2. PAYMENT INFORMATION

| **License Fee:**        | **$27,000 (LUMENS PRO)** |
| **Annual Subscription Fee:** | **$9,000** |

THE LICENSE FEE IS DUE WITHIN 15 DAYS UPON EXECUTION OF THIS AGREEMENT, IF NO PAYMENT PLAN IS IN PLACE.

THE FIRST YEAR'S ANNUAL SUBSCRIPTION FEE IS DUE 15 DAYS UPON EXECUTION OF THIS AGREEMENT. SUBSEQUENT YEARS ARE DUE ON THE ANNIVERSARY DATE OF THIS AGREEMENT.

**Agreement Execution Deadline:** JANUARY 31, 2008

IF THIS LICENSE AND SUBSCRIPTION AGREEMENT IS NOT EXECUTED BY BOTH PARTIES BY THE AGREEMENT EXECUTION DEADLINE ABOVE, THEN THIS AGREEMENT SHALL BE CONSIDERED NULL AND VOID. IF THE PARTIES WISH TO EXECUTE THE AGREEMENT AT A LATER DATE, THEN A NEW AGREEMENT SHALL BE AGREED UPON AND SIGNED.
B. RECITALS

THIS LICENSE and SUBSCRIPTION AGREEMENT is entered into by and between AUGUSOFT, INC., a Minnesota corporation ("AI"), and the customer referenced in section A (hereinafter "Licenssee").

WHEREAS, AI is a company incorporated in the State of Minnesota which, in part, develops software,

WHEREAS, AI has developed a software program known as Lifelong Learning Management System Software (hereinafter "Lumens"), which performs a variety of core functions related to the business management of a lifelong learning program,

WHEREAS, Lumens is an internet/web based software package that, upon certain terms and conditions, can be accessed and used by authorized parties,

WHEREAS, Licenssee is a company described in Section A which desires to license Lumens,

WHEREAS, the parties have agreed that the field of use of Lumens shall be the business management of a lifelong learning organization.

WHEREAS, the parties have reached an understanding about their respective rights concerning Lumens and desire to describe that understanding in this License Agreement,

NOW, THEREFORE, the parties agree as follows:

C. LICENSE AGREEMENT

1. Grant of License.

Subject to the terms of this Agreement, AI grants to Licenssee a perpetual non-exclusive license to use the current version of Lumens, and such associated documentation and technical materials as may be available on the date this agreement is signed. This license also extends to any upgrades that are released by AI for Lumens software. Whether any such upgrades are released, and/or the timing of such upgrades, is at the sole discretion of AI.

2. Ownership of the Software.

(a) At all times and for all purposes, AI shall be considered the owner of Lumens. Nothing contained herein shall be construed as conferring on or assigning to Licenssee any title or ownership rights to Lumens. No modifications, additions or deletions may be made to the Lumens software by Licenssee. In the event Licenssee unlawfully creates any derivative work from Lumens, Licenssee agrees that title to such derivative work remains with AI.

(b) Lumens and any related documentation, as well as any additions to Lumens made under any Subscription Agreement or customizations under any addenda hereto, shall not be construed as a work made for hire, and no ownership rights shall be transferred to or created in Licenssee. Licenssee will not own resale or marketing rights to Lumens.

(c) In the event any part of the software is construed as a work made for hire, Licenssee hereby agrees to convey all claims of ownership and authorship that arise from such a determination to AI. All custom programming requested by Licenssee is the subject of a separate addendum between the parties, setting forth the additional fees involved. Any customization addendum is attached.

(d) AI warrants that:

(i) it has legal title and rights of ownership in Lumens and has full power and authority to grant the license; and

(ii) to the best of the knowledge of AI, the use of Lumens will in no way constitute an infringement or other violation of any patent, copyright, trade secret, trademark, or other proprietary right of any third party.

3. Payments.

In consideration of the license and additional accommodations granted herein, Licenssee agrees to pay to AI the sum indicated in Section A, subsection 2.

4. Assignment or Transfer of Rights.

The license granted to Licenssee may not be transferred or sub-licensed. As noted below, Licenssee may not resell its license nor provide access to the Lumens software to parties that are not signatories to this Agreement.

5. Scope of License.

This license does not permit:

(a) Modification, translation, reverse engineering de-compilation, or disassembly of Lumens or creation of derivative works from Lumens by Licenssee. The use of web "frames" in which images produced by Lumens are framed within a border, with attached audio, or with other video alterations by Licenssee shall constitute creation of derivative work,

(b) Removal of any proprietary notices, labels, or marks on the software or in accompanying documentation of the software by Licenssee, and

(c) Grants of access to the software by Licenssee except insofar as access is granted to individuals or other entities as necessary in the field of use of this Agreement, as defined above, wherein all individuals or entities granted such access comprise a single institution within the field of use.

6. Confidentiality.

(a) In the event that Licenssee discloses to AI or its agents and representatives information about the operations of Lumens which information is marked "confidential", AI shall consider such information as the confidential property of Licenssee and shall not disclose the same to anyone other than those persons who have a bona fide need to know such information in connection with the development of software or the performance of AI's obligations under this agreement.

(b) Licenssee acknowledges that Lumens, including the source and object codes, logic, and structure, constitute valuable trade secrets of AI. Licenssee agrees to secure and protect the Lumens software.

7. Warranty.

(a) AI warrants that Lumens licensed to Licenssee hereunder, if properly used, shall materially conform to the specifications outlined in the current user guide document for period of three (3) months from the date that AI makes Lumens available for use by Licenssee, the "Warranty Period". Licenssee shall promptly notify AI in writing upon the discovery of any non-conformance. AI shall correct any verifiable non-conformance of which it has been properly notified within the Warranty Period, through the means it determines to be most appropriate, whether by telephone instructions, the issuance of updating documentation, corrective code, or other methods. If no claims are made within the Warranty Period AI will reasonably assume that Licenssee has successfully implemented Lumens, and waives all performance claims.

(b) Notwithstanding the warranty provision above, AI shall have no warranty obligations or liability under this Agreement with respect to problems which may arise due to Internet service limitations or interruptions of service that are outside the direct control of AI. Examples include power failures, communication failures due to bandwidth congestion or other interruptions, failures or interruptions caused by viruses, unauthorized access or damage caused by hackers, equipment failure or nonperformance at Licensee's place of business, acts of God, etc.

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AUGUSOFT LUMENS LICENSE AND SUBSCRIPTION AGREEMENT

(c) The warranty set forth above shall be exclusive and in lieu of all other liabilities, obligations, conditions and/or warranties, expressed or implied. AI DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY IMPLIED AND/OR STATUTORY WARRANTIES ARISING FROM THE COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. Licensee hereby waives all other rights, obligations, and warranties and assumes all risks and liabilities in respect thereof. AI makes no warranty that the operation of Lumens will be error free or without interruption. AI does not warrant that Lumens will operate with any hardware or software.

8. Limitation of Liability.

IN NO EVENT SHALL AI BE LIABLE FOR ANY LOSS OF OR DAMAGE TO REVENUES, PROFITS OR GOODWILL, OR OTHER SPECIAL, INCIDENTAL, DIRECT, AND CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THE TERMS OF THIS AGREEMENT AND/OR ANY SUBSCRIPTION AGREEMENT, OR RESULTING FROM THE FURNISHING, PERFORMANCE, OR USE OR LOSS OF ANY SOFTWARE OR OTHER MATERIALS DELIVERED TO LICENSEE HEREUNDER, INCLUDING WITHOUT LIMITATION ANY INTERRUPTION OF BUSINESS, WHETHER RESULTING FROM BREACH OF CONTRACT OR BREACH OF WARRANTY OR OTHERWISE, EVEN IF AI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE MAXIMUM AGGREGATE AMOUNT OF MONEY DAMAGES FOR WHICH AI MAY BE LIABLE TO LICENSEE UNDER THIS AGREEMENT, RESULTING FROM ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE AMOUNTS ACTUALLY PAID BY LICENSEE TO AI UNDER THIS AGREEMENT.

D. SUBSCRIPTION AGREEMENT

1. Promise to Maintain Lumens and Custom Software Ad-on Package (if any)

AI hereby promises to maintain Lumens and Custom Software Ad-on Package (if any) on a server connected to the Internet in a fashion that allows use of Lumens and Custom Software Ad-on Package (if any) in the fashion ordinary in the field of use of the License Agreement.

(a) Said Subscription shall consist of the following duties:

(i) to install any bug fixes for Lumens and Custom Software Ad-on Package (if any);
(ii) to provide a server, and
(iii) to maintain the server and provide weekly backup copies of Lumens and Custom Software Ad-on Package (if any) or data as is customary for the type of application involved.

(b) Said Subscription shall not include the installation of upgrades of the Custom Software Ad-on Package (if any).

(c) Said Subscription shall only extend to Lumens and Custom Software Ad-on Package (if any) that remains on the server kept by AI.

(d) In the event that some portion of Lumens or Custom Software Ad-on Package (if any) is to be distributed or downloaded by Licensee or by parties affiliated with Licensee (i.e. clients or students), installation of a bug fix for such part of Lumens or Custom Software Ad-on Package (if any) that is distributed or downloaded shall consist of the following:

(i) provision of a "link" to files containing the bug fix in downloadable format;
(ii) placement of the "link" in a place and fashion which makes it readily accessible for Licensee or parties affiliated with Licensee on a website designated to Licensee as the place for such bug fixes to be found.

(e) Nothing in this section of this Agreement or in this entire Lumens License and Subscription Agreement shall be construed as any sort of warranty regarding any bug fix installed or provided by AI under this Agreement, as set forth in Section C, paragraphs 7 and 8.

2. Payment

By signing this License and Subscription Agreement, Licensee promises to pay the license and the initial annual subscription fee as indicated in section A, subsection 2. This fee is due within 15 days of the execution of this agreement. The subscription fee for subsequent years is due on the anniversary date of this agreement. In the event that payment is not made as required, Licensee agrees to pay interest on the outstanding balance at a rate of 1.5% per month, unless such rate exceeds the maximum allowed by law in which case the maximum rate will apply. In addition, Licensee agrees to pay to AI on demand all costs and expenses incurred by AI (including attorney's fees and internal employee's wages) in connection with the collection of any past due balances.

3. Term

This Subscription Agreement shall extend for 1 year or for the number of years as indicated in the Payment Plan in Section A, Subsection 2 from the date of this Agreement and will automatically renew each year unless either party has given written notice to the other that the Subscription Agreement shall not be renewed. Written notice must be provided more than 30 days prior to the renewal date of the Subscription Agreement.

4. Training

AI will provide to Licensee, as part of the original license fee, reasonable training customarily required to implement Lumens. Training requested after implementation will be billed to Licensee on a time and materials basis.

5. Termination/Access Restriction

AI reserves the right, in its sole discretion, to terminate Licensee's access to any or all AI products, websites, and related services or any portion thereof at any time, without notice, if the Subscription Fee and/or License Fee is not timely paid. AI will provide ten (10) day notice and opportunity to cure payment defaults. Any other violation of this agreement by Licensee may result in the immediate termination of access to the Lumens software, in addition to such other remedies as may be available to AI by virtue of law or this agreement. In no event shall AI be liable for terminating Licensee's access to and use of Lumens, including the loss of data and records caused by this termination.

E. MISCELLANEOUS TERMS

1. Transfer by Operation of Law

In the event that the license to Lumens created under this Agreement would transfer by operation of law from Licensee to a third party including a bankruptcy trustee, the license shall terminate.

2. Amendments

This Agreement may not be modified or altered except in writing signed by Licensee and an authorized representative of AI.

3. Applicable Law

This Agreement shall be governed by the laws of the State of Minnesota without regard to its conflicts of law rules, and all rights and remedies of the parties shall be determined under the laws of the State of Minnesota.

4. Forum Selection

Licensee agrees to the jurisdiction and venue of the state or federal courts in Minneapolis, Minnesota, USA for all disputes relating to this Agreement.

5. Notices

Any notices given under this Agreement shall be in writing and shall be deemed given when:

(a) delivered in person.
(b) transmitted by facsimile (with written confirmation of successful transmission); or

(c) five (5) days after being deposited in the United States mail, postage prepaid, registered or certified mail, addressed as follows:

If to AI:
Augusoft, Inc.
Attn: Cem Erdem, President and CEO
4050 Olson Memorial Highway, Suite 245
Golden Valley, Minnesota 55422-5353
info@augusoft.net
(512) 605-1200 · Fax (321) 260-5165

If to Licensee: Address indicated in section A, subsection 1.

6. Dispute Resolution.

If any dispute arises under this Agreement and attempts to resolve the dispute for twenty (20) days subsequent to notification of the dispute by one party to the other are unsuccessful, the parties shall resolve the dispute by binding arbitration by a single arbitrator in the State of Minnesota under the commercial rules of the American Arbitration Association. The award of the arbitrator shall be enforceable under any court having jurisdiction hereof. The fees associated with the arbitration shall be borne equally by the parties. In the event Licensee is found to have breached this Agreement, the arbitrator’s award shall include the award of attorney’s fees and costs to AI.

7. Severability.

If any term or provision of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected. It is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability or limited warranty is intended by the parties to be severable and independent of any other provision and to be enforced as such.


No consent by either party to, or waiver of, a breach of this Agreement by the other party, whether express or implied, shall constitute a consent to, waiver of, or excuse for any other different, continuing or subsequent breach.

9. Materials Provided to AI by Licensee.

Subject to Licensee’s prior approval as to form and content, Licensee grants AI permission to use Licensee’s written or visual submission (“Submission”) in connection with the operation of its Internet businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reform the Licensee’s Submission, and to publish Licensee’s name in connection with Licensee’s Submission. No compensation will be paid with respect to the use of the submission, as provided herein. AI is under no obligation to post or use any submission Licensee may provide and may remove any submission at any time in AI’s sole discretion.


The contents of the AI websites and various marketing mediums are: copyright by Augusoft, Inc., 4050 Olson Memorial Hwy., Suite 245, Golden Valley, Minnesota, USA. All rights reserved. AI, the AI logo, and the marks relating to AI products and services referenced herein are either trademarks and/or registered trademarks of Augusoft, Inc. All other names are trademarks and/or registered trademarks of their respective owners.

11. Website Links.

The AI websites and products may contain integrated content or links to other websites (“Linked Sites”). The Linked Sites are not under the control of AI and AI is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. AI is not responsible for web casting or any other form of transmission received from any Linked Site. AI is providing these links to Licensee only as a convenience, and the inclusion of any link does not imply endorsement by AI of the site or any association with its operators.

12. Indemnity.

Licensee agrees to indemnify and hold harmless AI from and against any and all claims, liabilities, suits, or judgments which may affect AI, or for which AI may become responsible for or pay out as a result of: a) any matter related to the use of Lumens software made or brought by any third party or b) inaction by any outside vendor that provides products and services to AI or c) partners that provide products and services to Licensee whether separate from or integrated with AI products and services.

13. Entire Agreement.

This Agreement and any attached Customization Addendum, constitutes the entire agreement between the parties concerning Lumens and supersedes all prior agreements, whether written or oral, between the parties.


If this Agreement is not executed by both parties by the Agreement Execution Deadline set forth in Section A, Subsection 2, then the agreement shall be considered null and void. If the parties wish to execute the Agreement at a later date, then a new agreement shall be agreed upon and signed.

THE PARTIES REPRESENT AND WARRANT THAT THEY HAVE FULL CORPORATE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO PERFORM THEIR OBLIGATIONS HEREUNDER AND THAT THE PERSON WHOSE SIGNATURE APPEARS BELOW IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY WHOSE NAME IS HEREIN.

______________________________
CUSTOMER REPRESENTATIVE/TITLE (PRINTED)

______________________________
CUSTOMER REPRESENTATIVE (SIGNATURE) DATE

______________________________
PROVIDER REPRESENTATIVE/TITLE (PRINTED)

______________________________
PROVIDER REPRESENTATIVE (SIGNATURE) DATE

© 2008 Augusoft, Inc. Augusoft Lumens License and Subscription Agreement Item 6.1-q Page 4 of 6 01/24/08
This Customization Addendum (referred to hereafter as the “Addendum”) is an addendum to the Augusoft Lumens License and Subscription Agreement (the “License Agreement”) between the same parties. The Addendum is part of the License Agreement as though it had been included in the License Agreement itself, and the terms and conditions of the License Agreement govern the customization requested herein, unless terms conflict in which case this Addendum controls. The License Agreement should be read with the Addendum for a full understanding of the terms and conditions applicable to your custom package.

CUSTOMIZATION FEE

In payment for the customized software described on the attached Scope Document and further described in this addendum, Customer agrees to pay the following:

Customization Fee: $48,000

The Customization Fee is due within 15 days of execution of this addendum, if no payment plan is in place. The Customization Fee is in addition to the Licensee Fee and Annual Subscription Fee set forth in the Augusoft Lumens License and Subscription Agreement.

Additional Subscription Fee: $16,000

The Additional Subscription Fee will be added to the Annual Subscription Fee which is due on the Anniversary date found in your Augusoft Lumens License and Subscription Agreement. The first year’s Additional Subscription Fee will be prorated and due within 15 days of execution of this Addendum.

Addendum Execution Deadline: January 31, 2008

If this Addendum is not executed by both parties by the Addendum Execution Deadline above, then this Addendum shall be considered null and void. If the parties wish to execute the Addendum at a later date, then a new Addendum shall be agreed upon and signed.
AUGUSOFT LUMENS CUSTOMIZATION ADDENDUM

A. RECITALS

This CUSTOMIZATION ADDENDUM is entered into, by and between AUGUSOFT, INC., a Minnesota corporation ("AI") and the customer referenced in Section A, Subsection 1 (hereinafter "Licensee"). It is supplemental to, and incorporated fully in, the License Agreement also executed by the parties and described above on the front page of this Addendum.

B. PAYMENT

The Licensee, also identified from time to time as the "Customer" agrees to make payment on the terms and conditions herein for creation of the customized software described more fully on the attached Scope Document. Failure to make payment as required shall entitle AI to the remedies described herein, and in the License Agreement.

C. CUSTOMIZATION


AI shall build for the use of Licensee a Customized Software Ad-on Package designed to run in connection with the Lifelong Learning Management System (LUMENS) referred to in the License Agreement. The Custom Software Ad-on Package shall be built as set forth in the attached Scope Document. If any changes are made to the attached Scope Document after the signed addendum a separate CHANGE ORDER will be issued and additional fees may be billed.

2. Grant of License.

The license grant and terms that apply to the Customized Software Ad-on Package, unless otherwise noted herein, are the same terms which are set forth in the License Agreement with respect to the LUMENS software itself. Subject to the terms of this Addendum, and as described in the License Agreement, AI grants to Licensee a perpetual non-exclusive license to Version 1 of the Custom Software Ad-on Package and such associated documentation and technical materials as are available at the time of execution. A separate license agreement will be required for any subsequent version of the Custom Software Ad-on Package that includes repairs, improvements, additions or modifications beyond that of bug fixes to Version 1 of the Custom Software Ad-on Package. AI's grant of this License is ineffective until the parties have signed the AI Licensee and Subscription Agreement.

3. Ownership of the Package.

(a) At all times and for all purposes, AI shall be considered the owner of the Custom Software Ad-on Package. Nothing contained herein shall be construed as conferring on or assigning to Licensee any title or ownership rights in and to the Custom Software Ad-on Package. Licensee may not create any derivative work from the Custom Software Ad-on Package, but should such a work be unlawfully created, Licensee agrees that title to such derivative work fully belongs to AI.

(b) See the License Agreement for other applicable terms, and warrant of title information.

D. TRADE SECRETS AND INTELLECTUAL PROPERTY RIGHTS.

4. Trade secrets and intellectual property rights.

(a) Licensee recognizes that AI is in the business of offering various customized software ad-on packages to different licensees for the LUMENS software, and agrees that Licensee cannot prevent AI from offering programming aspects, utilities, functionality or formats to other licensees which may be similar or identical to those that appear in LUMENS. AI is free to sell, transfer and assign its intellectual property rights as it deems best.

(b) Notwithstanding the foregoing, under certain terms and conditions AI will agree that a licensees may purchase an exclusive license to certain aspects of custom programming contained in the Custom Software Ad-on Package. Any exclusivity agreement requires a separate written agreement between the parties describing exactly which components will be kept exclusive, the applicable time period, and the cost for the same.

5. Term.

As noted above, this Addendum is supplemental to and made a part of the License Agreement. Therefore, the term and termination provisions coincide and are the same.

D. COORDINATION WITH LICENSE AGREEMENT

To the extent they do not conflict with the terms herein, all terms and conditions of the License Agreement are incorporated as though fully restated herein. In the event of a conflict terms, this Customization Addendum will govern with respect to the conflicting provisions.

THE PARTIES REPRESENT AND WARRANT THAT THEY HAVE FULL CORPORATE POWER AND AUTHORITY TO EXECUTE AND DELIVER THIS AGREEMENT AND TO PERFORM THEIR OBLIGATIONS HEREUNDER AND THAT THE PERSON WHO'S SIGNATURE APPEARS BELOW IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE PARTY OF WHOM HE OR SHE REPRESENTS.

______________________________
CUSTOMER REPRESENTATIVE/TITLE (PRINTED)

______________________________
CUSTOMER REPRESENTATIVE (SIGNATURE) DATE

______________________________
PROVIDER REPRESENTATIVE/TITLE (PRINTED)

______________________________
PROVIDER REPRESENTATIVE (SIGNATURE) DATE
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: ESTABLISHING A 2008-09 FISCAL YEAR NON-RESIDENT TUITION FEE PURSUANT TO EDUCATION CODE SECTIONS 76140 AND 76141

WHEREAS, Education Code Section 76140 states that a non-resident fee shall be set by the governing board of each community college district not later than February first of each year; and

WHEREAS, Education Code Section 76141 now authorizes the Board of Trustees to establish a separate non-resident fee for non-resident students who are both citizens and residents of a foreign country; and

WHEREAS, it is the intent of the Board of Trustees of the Santa Barbara Community College District's Board of Trustees to require payment of the prescribed fee for all non-resident students except those who are full-time employees of the Santa Barbara Community College District and for the spouses and children of full-time employees of the District;

NOW, THEREFORE, BE IT RESOLVED that the Santa Barbara Community College District's Board of Trustees, pursuant to Education Code Sections 76140 and 76141, hereby establishes for the 2008-09 fiscal year a per-unit non-resident tuition fee of $181.00 and a per-unit non-resident fee of $188.00 for non-resident students who are both citizens and residents of a foreign country.

PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College District this 24th day of January 2008 by the following vote:

Ayes:

Noes:

Absent:

Concur:

_____________________________________
John Romo, Superintendent/President and
Secretary/Clerk to the Board of Trustees
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

RE: Additional Revenue 2007-2008

WHEREAS, additional revenue not included in the 2007-2008 Adopted Budget
has been received and needs to be appropriated, and

WHEREAS, under the provisions of Education Code Sections 85200 and 85210, such
action may be taken by written resolution of the governing board;

NOW, THEREFORE, BE IT RESOLVED, that the County Superintendent of Schools
and County Auditor be authorized and directed to increase the revenue and budgeted
expenditures as shown below.

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<th>Fund</th>
<th>Budget Object</th>
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</table>

PASSED AND ADOPTED BY THE Board of Trustees of the Santa Barbara Community College District on the 24th day of January 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

John B. Romo
Superintendent/President and Secretary/Clerk to the Board of Trustees

Item 6.2-b
Page 2 of 2
01/24/08
RESOLUTION
OF THE GOVERNING BOARD OF THE
SANTA BARBARA COMMUNITY COLLEGE DISTRICT

Re: INTERNAL BUDGET TRANSFERS - FISCAL YEAR 07-08

WHEREAS, the Santa Barbara City College District Board of Trustees on June 28, 2007, adopted its budget for the fiscal year; and
WHEREAS, routine budget transfers between major objects have been requested by department chairs to better meet changing fiscal needs;

NOW, THEREFORE, BE IT RESOLVED that budget transfers be made resulting in the net effect as shown:

<table>
<thead>
<tr>
<th>Description</th>
<th>Fund</th>
<th>Object</th>
<th>Increase</th>
<th>Decrease</th>
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<tr>
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PASSED AND ADOPTED by the Board of Trustees of the Santa Barbara Community College

District this 24th of January 2008, by the following vote:

Ayes:

Noes:

Absent:

Concur:

John B. Romo
Superintendent/President and Secretary/
Clerk to the Board of Trustees

Page 3 of 3
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2007-08.

RESOLUTION

BE IT RESOLVED that the Governing Board of the Santa Barbara Community College District authorizes entering into local agreement number/s CIIS-7624, and that the person/s who is/are listed below is/are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joseph E. Sullivan</td>
<td>Vice Pres., Business Svcs</td>
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PASSED AND ADOPTED THIS 24th day of January 2008 by the Governing Board of the Santa Barbara Community College District of Santa Barbara County, California.

I, John Romo, Clerk of the Governing Board of the Santa Barbara Community College District of Santa Barbara County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting, and the resolution is on file in the office of said Board.

(Secretary/Clerk's signature)    (Date)
LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: SANTA BARBARA COMMUNITY COLLEGE DISTRICT

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for the purchase of instructional materials and supplies for the Child Development Program. These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2007/2008 Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts" (Exhibit A), which are attached hereto and by this reference incorporated herein.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act 9 (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number in 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number in 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2007 through June 30, 2008.

Expenditure of these funds shall be reported to Child Development Fiscal Services (CDFS) on form CDFS-9529 no later than July 20, 2008. For non-local educational agencies, expenditures made through June 30, 2008 shall be included in your 2008/2009 audit due in accordance with Section VI., I. of the Funding Terms and Conditions. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

The total amount payable pursuant to this agreement shall not exceed $737.00.

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract. Exhibit A, Standard Provisions for State Contracts attached.

<table>
<thead>
<tr>
<th>STATE OF CALIFORNIA</th>
<th>CONTRACTOR</th>
</tr>
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<tbody>
<tr>
<td>BY (AUTHORIZED SIGNATURE)</td>
<td>BY (AUTHORIZED SIGNATURE)</td>
</tr>
<tr>
<td>PRINTED NAME OF PERSON SIGNING</td>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
</tr>
<tr>
<td>Margie Burke</td>
<td>Joseph E. Sullivan</td>
</tr>
<tr>
<td>TITLE</td>
<td>ADDRESS</td>
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<td>Manager, Contracts &amp; Purchasing Svcs</td>
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<th>OBJECT OF EXPENDITURE (CODE AND TITLE)</th>
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<th>B.R. NO.</th>
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I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

SIGNATURE OF ACCOUNTING OFFICER

Item 6.2-d
Page 2 of 2
01/24/08
Change Order
AIA DOCUMENT G701

PROJECT:
PHYSICAL SCIENCE BUILDING
Renovation

SANTA BARBARA COMMUNITY COLLEGE DISTRICT
SANTA BARBARA COUNTY, CALIFORNIA

CHANGE ORDER NO: TWO (2)
DATE: January 8, 2008

DSA APPLICATION NO: A03-109658
CONSTRUCTION CONTRACT NO: Bid #617
CONTRACT DATE: 07/13/07
NTP June 1, 2007

TO:
PAT MCCARTHY CONSTRUCTION, INC.
633 EAST VENTURA BLVD.
OXNARD, CA 93036

ARCHITECT:
KBZ ARCHITECTS, INC.
30 WEST ARRELLAGA STREET
SANTA BARBARA, CA 93101

The Contract is changed as follows:
Item 1) Additional Electrical items - not included in the Addenda process, see PR #001 dated 06/05/07.
Item 2) Temporary Power and the re-routing of power to Lecture Hall, see PCO #001 dated 12/31/07.
Item 3) The Purchase and installation of 6'-6" of additional casework, see PCO #002 dated 12/31/07.
Item 4) Alternate Detailing provided for the ceiling hanging system per Architectural revision drawings AR-18.4 dated 10-22-07.
Item 5) Fume Hood Fixtures; see PR#004 dated 10/29/07.
Item 6) Provide 96 additional Chicago Faucet Model 986 Lab Flange with shank, see PR#005 dated 10/29/07.
Item 6) Plumbing Items; see PR #006 dated 11/08/07, Charges and credits @ PS 116, PS 117, PS 208, PS 209. ($311.82)

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was
Net change by previously authorized Change Orders
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was
The (Contract Sum) (Guaranteed maximum Price) will be (increased) (decreased)
unchanged by this Change Order in the amount of
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be

The Contract Time will be (increased) (decreased) (unchanged) by (0) days.
The Date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed maximum Price, which have been authorized by Construction Change Directive.

ARCHITECT
KBZ Architects, Inc.
30 West Arrellaga Street
Santa Barbara, CA 93105

CONTRACTOR
Pat McCarthy Construction, Inc.
633 East Ventura Blvd.
Oxnard, CA 93036

OWNER
Santa Barbara Community College District
721 Cliff Drive
Santa Barbara, CA 93109-2394

DATE:

BY:

DATE:

斤斤斤

DATE:

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.
January 9, 2008

Julie Hendricks
Facilities Director
Santa Barbara City College
721 Cliff Drive
Santa Barbara, Ca. 93109-2394

RE: Sub-contractor Replacement: CONDOR DRYWALL CO. (Lic. # 875228)
Job: ECC 19 & 20
Office Renovation
721 Cliff Drive
Santa Barbara, Ca. 93109

Ms. Hendricks:

The original sub-contractor for the above mentioned job project,
CONDOR DRYWALL CO. (Lic. # 875228)
4301 ELLIOT DR.
OXNARD, CA. 93033

has been replaced with sub-contractor

JENKINS DRYWALL (Lic. # 620245)
945 GARDNER AVE.
VENTURA, CA. 93004

due to the original subcontractor allowing his Workman’s Comp Insurance to expire.

Sincerely,

DILLON & CO.
General contractor (Lic. # 898430)